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September 3, 2019

VIA EMAIL

Andrea Leshak
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 2
New York Caribbean Superfund Branch
290 Broadway, 17th Floor
New York, NY 10007-1866
Leshak.andrea@epa.gov

Re: HP's Response to EPA's Follow-up Requests for Information Pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability relating to the PROTECO Site in Peñuelas, Puerto Rico

Dear Ms. Leshak:

HP Inc. ("HP") is providing this response to EPA's follow-up request for information pertaining to the PROTECO Superfund Site in Peñuelas, Puerto Rico (the "Site"), received by HP via email dated August 20, 2019. This response supplements the responses submitted by HP to the EPA on May 29, 2019, June 28, 2019, and August 5, 2019 (the "HP Response"). Subject to the general and specific objections and reservations set forth in the HP Response and noted below, and without waiving these or other available objections or privileges, HP is providing this response. Please note that HP has no personal knowledge of the operations, activities or business relationships of Digital Equipment Corporation de Puerto Rico. The information provided in this response is based on a review of publicly available documents and historic documents located in HP's files.



A Pennsylvania Limited Liability Partnership

District of Columbia Florida Georgia Illinois Minnesota

Delaware



9. Describe the current and past business relationship between Digital Equipment Corporation and Digital Equipment Corporation de Puerto Rico.

Response:

There is no current business relationship between Digital Equipment Corporation and Digital Equipment Corporation de Puerto Rico. Neither entity currently exists. Digital Equipment Corporation de Puerto Rico was dissolved in 1995 pursuant to an authorization of dissolution dated April 15, 1993. Five years later, in 1998, Digital Equipment Corporation was acquired by Compaq. In 1999, Digital Equipment Corporation was merged into Compaq.

We have limited information on the past business relationship between Digital Equipment Corporation de Puerto Rico and Digital Equipment Corporation. It is our understanding that Digital Equipment Corporation de Puerto Rico was a direct subsidiary of Digital Equipment Corporation following its incorporation on October 15, 1968. However, for some period of time Digital Equipment Corporation de Puerto Rico was an indirect subsidiary of Digital Equipment Corporation. For example, during 1975 and 1976, Digital Equipment Corporation de Puerto Rico was a direct subsidiary of Digital Equipment Caribbean and Digital Equipment Caribbean was a subsidiary of Digital Equipment Corporation. The Articles of Incorporation of Digital Equipment Corporation de Puerto Rico were provided in the HP Response as Ex. 42.

As noted in the HP Response, the nature of the past business relationship between Digital Equipment Corporation de Puerto Rico and Digital Equipment Corporation was addressed by the United States District Court of the District of Puerto Rico and the First Circuit in the case of Alvarado Morales v. Digital Equipment Corp., 669 F.Supp. 1173, 1177 (D.P.R. 1987) and 843 F.2d 613 (1988)¹. The opinions were included in the HP Response as Ex. 37. The District Court found, and the First Circuit affirmed, that Digital Equipment Corporation de Puerto Rico and Digital Equipment Corporation had a conventional parent-subsidiary relationship and the two companies were separate and distinct corporate entities. The Morales case was litigated shortly after the period relevant to EPA's Request, 1986 to 1988 (the relevant manifests are dated 1984 and 1985). The District Court and First Circuit found that the two companies had separate corporate structures, facilities, work forces, business

¹ The underlying dispute in the *Morales* case related to employment matters. However, both the District Court and the First Circuit found that a bona-fide parent-subsidiary relationship exited between Digital Equipment Corporation and Digital Equipment Corporation de Puerto Rico without regard to any employment law specific analysis. See, 669 F. Supp. 1173, 1182.



records, bank accounts, tax returns, financial statements, budgets, corporate reports and separate and distinct Boards of Directors. An affidavit of the President of Digital Equipment Corporation de Puerto Rico stated that Digital Equipment Corporation never operated a manufacturing facility in Puerto Rico. The affidavit was provided in the HP Response as **Ex. 38**. The District Court and First Circuit concluded that Digital Equipment Corporation had insufficient contacts with Puerto Rico to justify subjecting it to the Court's jurisdiction, and that Digital Equipment Corporation was not liable to the plaintiffs for the alleged conduct of Digital Equipment Corporation de Puerto Rico. For a more detailed discussion, see the response to Question 2 and the Introduction of the HP's June 28, 2019 letter. These judicial decisions were rendered when Digital Equipment Corporation de Puerto Rico and Digital Equipment Corporation had a relationship and individuals with personal knowledge were available to testify and provide relevant documents. The opinions of these courts and the underlying filings would be expected to be the most comprehensive and accurate description of the past business relationship between Digital Equipment Corporation and Digital Equipment Corporation de Puerto Rico that ended almost 25 years ago.

Digital Equipment Corporation had many other subsidiaries including a subsidiary in Germany, Digital Equipment GmbH. In 1980, in dismissing an employment-related claim against Digital Equipment Corporation, the United States District Court of the District of Massachusetts held that the evidence provided by Digital Equipment Corporation and Digital Equipment GmbH clearly demonstrated the distinct non-integrated nature of Digital Equipment Corporation and Digital Equipment GmbH. The court noted, "their operations, management, labor policy, and finances are all separate. Digital Corp. does not sufficiently control Digital GmbH so as to be held liable for the latter's alleged discriminatory acts." The plaintiff appealed the decision and the First Circuit affirmed, noting that the defendants' affidavits established that Digital GmbH personnel policies, advertising, and decisions were formulated without the involvement of Digital Corp. and the affidavits depicted a genuine parent-subsidiary relationship in which there were separate corporate structures, facilities, workforces, business records, bank accounts, tax returns, financial statements, budgets and corporate reports. The opinion of the United States District Court of Massachusetts and the First Circuit are enclosed as Ex. 102. Based on these opinions it

² The Marques case was based on the claim of employment discrimination. However, the court evaluated the plaintiff's claim under both an employment law standard and the principle that where a parent corporation so controls the subsidiary it causes the subsidiary to become merely the agent or instrumentality of the parent.

^{3 637} F. 2d 24 (1980).



appears the Digital Equipment Corporation understood and consistently followed the protocols of corporate separateness between a parent company and its subsidiaries.

11. Indicate whether Digital Equipment Corporation sold or otherwise divested itself of any stock, assets, or other interest in Digital Equipment Corporation de Puerto Rico.

Response:

We have not located any information or documents indicating that Digital Equipment Corporation sold or otherwise divested itself of any stock, assets, or other interest in Digital Equipment Corporation de Puerto Rico. As noted previously, for a period of time, Digital Equipment Corporation de Puerto Rico was an indirect subsidiary of Digital Equipment Corporation. As indicated in the HP Response, Digital Equipment Corporation and Digital Equipment Corporation de Puerto Rico jointly sold the San German and Aguadilla facilities to third parties. As noted previously, Digital Equipment Corporation de Puerto Rico was dissolved in June 1995 pursuant to an authorization of dissolution dated April 15, 1993. We have not located any specific dissolution plan. However, since Digital Equipment Corporation de Puerto Rico stopped operating in 1992 or 1993 and sold its two plants in 1993, it is not clear that any assets would have been remaining in the company at the time of its dissolution.

12. If your response to Request #11, above, is yes, fully describe the nature of the sale and/or transaction. State if the transaction consisted of a merger, consolidation, sale, or transfer of assets, and submit all documents relating to such transaction, including all documents pertaining to any agreements, express or implied, for the purchasing corporation to assume the liabilities of the selling corporation. Indicate whether Digital Equipment Corporation retained the liabilities of Digital Equipment Corporation de Puerto Rico for events prior to the sale.

Response:

Not applicable.

Supporting documentation and request for clarification pertaining to original Request No. 10:

Please provide the original Agreement for the Sale and Purchase of Real Estate and Equipment to Sensormatic Electronics Corporation, referenced in HP Inc.'s response to Request No. 10.



Response:

We have enclosed the original Agreement for the Sale and Purchase of Real Estate and Equipment to Sensormatic Electronics Corporation dated March 1993 pertaining to the sale of the Aguadilla facility as Ex. 103. We apologize for its omission in the HP Response. Due to the time constraints involved in preparing the HP Response and the volume of exhibits provided to EPA, i.e. over 100 exhibits, we did not realize that the Amendment to the Agreement for the Sale and Purchase of Real Estate and Equipment that was provided to EPA in the HP Response did not also include the terms of the original Agreement.

Please submit all documents relating to the 1992 Agreement For the Purchase and Sale of Machinery and Equipment, also referenced in HP Inc.'s response to Request No. 10.

Response:

We have enclosed the Agreement for the Purchase and Sale of Machinery and Equipment with its schedules as Ex. 104. We have also enclosed a letter from DY-4 Corporation dated November 4, 1992 to Digital Equipment Corporation de Puerto Rico requesting that Digital Equipment Corporation de Puerto Rico provide a letter transferring all vested underground water rights to DY-4 Corporation as Ex. 105. We have also enclosed a letter from UNIPRO dated December 23, 1992 to the US EPA regarding the storm water Notice of Intent filed by DY-4 for the property as Ex. 106.

Identify the liabilities retained by Digital Equipment Corporation pursuant to Section 1.2 of the 1992 Agreement For the Purchase and Sale of Machinery and Equipment and explain the ultimate disposition of those liabilities. Identify the liabilities retained by Digital Equipment Corporation de Puerto Rico pursuant to Section 1.2 of the 1992 Agreement For the Purchase and Sale of Machinery and Equipment and explain the ultimate disposition of those liabilities.

Response:

The Agreement for the Purchase and Sale of Machinery and Equipment provides in Section 1.2(b):

"For the purposes hereof, the Buyer shall not assume, pay, discharge or perform, any liabilities or obligations of Seller in connection with the Purchased Assets existing at the time of such Closing and Seller shall reimburse, indemnify and hold harmless Buyer and its successors and assigns in that respect."



> We have not located any information that identifies the liabilities or obligations of the Seller (Seller is defined under the Agreement to include both Digital Equipment Corporation de Puerto Rico and Digital Equipment Corporation) that were retained under this provision of the Purchase and Sale of Machinery and Equipment Agreement. We note that under Section 2.6(c) of the Agreement, the Seller agreed to indemnify the Buyer for all liabilities arising from Pre-Closing Environmental Matters, which was defined as any contamination at the Leased Premises (parcels T-0881-0-67, S-0974-0-69, S-0974-1-69, S-1171-0-74, and L-0264-0-15-0B hereinafter the "Rt. 362 Property"), prior to the closing date. As noted in the HP Response, Digital Equipment Corporation retained responsibility to investigate and remediate the Rt. 362 Property under the Agreement to Terminate Lease between PRIDCO and Digital Equipment Corporation dated January 28, 1993 enclosed in the HP Response as Ex. 52. Upon Compag's acquisition of Digital Equipment Corporation, Compag continued the environmental investigation and remediation of the Rt. 362 Property to fulfil the contractual obligations assumed by Digital Equipment Corporation under the Agreement to Terminate Lease. Upon HP's acquisition of Compaq, HP continued the environmental investigation and remediation of the Rt. 362 Property and HP continues to manage the remediation of the Rt. 362 Property with oversight from the Puerto Rico EQB and EPA.

Please let us know if you have any additional questions. We would be happy to have a call with EPA to discuss the information included in this letter and our previous letters to EPA regarding the PROTECO site.

Sincerely,

Karen Davis

KD:sti

Attachments: See Exhibit Table of Contents Below

cc: Jenny McClister, jenny.mcclister@hp.com

Christopher Michael Dirscherl, christopher.dirscherl@hp.com

Christopher M. Roe, croe@foxrothschild.com



Exhibits - Continuation from HP's June 28, 2019 Full Response

- 102. The opinion of the United States District Court of Massachusetts and the First Circuit in D. Mas Marques v. Digital Equipment Corporation.
- 103. The original Agreement for the Sale and Purchase of Real Estate and Equipment to Sensormatic Electronics Corporation dated March 1993
- 104. The Agreement for the Purchase and Sale of Machinery and Equipment with its schedules
- 105. The letter from DY-4 Corporation dated November 4, 1992 to Digital Equipment Corporation de Puerto Rico requesting that Digital Equipment Corporation de Puerto Rico provide a letter transferring all vested underground water rights to DY-4 Corporation
- 106. Letter from UNIPRO dated December 23, 1992 to the US EPA regarding the storm water Notice of Intent filed by DY-4 for the property

490 F.Supp. 56 United States District Court, D. Massachusetts.

Diego MAS MARQUES, Plaintiff,

v.

DIGITAL EQUIPMENT CORP. and Digital Equipment GmbH, Defendants.

Civ. A. No. 78-3178-S. | Feb. 8, 1980.

Synopsis

Plaintiff, a United States citizen residing in West Germany, brought suit against Massachusetts parent corporation and its West German subsidiary alleging discriminatory personnel practices of subsidiary with respect to age, sex, and national origin in violation of Title VII of the Civil Rights Act of 1964. Upon defendants' motion for summary judgment, the District Court, Skinner, J., held that: (1) Massachusetts parent corporation did not sufficiently control its West German subsidiary so as to state a cause of action against parent and (2) West German subsidiary did not have sufficient minimum contacts with Massachusetts for exercise of personal jurisdiction over it.

Motion allowed.

West Headnotes (7)

[1] Federal Civil Procedure

Pro Se or Lay Pleadings

Generally, a plaintiff's pro se pleadings must be held to a less stringent standard than those drafted by an attorney.

Cases that cite this headnote

[2] Civil Rights

Exhaustion of state or local remedies

Plaintiff's Age Discrimination in Employment Act claims against Massachusetts parent corporation and its West German subsidiary could not be considered where plaintiff failed to resort to mandatory state remedy before Massachusetts Commission Against Discrimination. Age Discrimination in Employment Act of 1967, § 2 et seq., 29 U.S.C.A. § 621 et seq.; M.G.L.A. c. 151B, § 1 et seq.

Cases that cite this headnote

[3] Civil Rights

Right to sue letter or notice; official inaction

Plaintiff, who alleged a discriminatory denial of employment based on national origin and who received a right to sue letter from Equal Employment Opportunity Commission, satisfied jurisdictional prerequisites for a suit under Title VII. Civil Rights Act of 1964, § 701 et seq. as amended 42 U.S.C.A. § 2000e et seq.

Cases that cite this headnote

[4] Civil Rights

Vicarious liability; respondeat superior

In determining whether parent corporation could be held liable for alleged discriminatory acts and policies of its subsidiary, standard applied for purpose of Title VII action was identical to that promulgated by National Labor Relations Board: (1) interrelation of operations, (2) common management, (3) common control of labor relations, and (4) common ownership or financial control; plaintiff could alternatively show that parent corporation so controlled subsidiary as to cause subsidiary to become merely agent or instrumentality of the parent. Civil Rights Act of 1964, § 701 et seq. as amended 42 U.S.C.A. § 2000e et seq.

Cases that cite this headnote

[5] Corporations and Business Organizations

Particular Occasions for Determining Corporate Entity

Massachusetts parent corporation did not sufficiently control its West German subsidiary so as to state a cause of action against parent for subsidiary's allegedly discriminatory acts with respect to a United States citizen residing in West Germany.

Cases that cite this headnote

[6] Federal Courts

Personal jurisdiction

Inasmuch as Title VII does not provide an independent basis for personal jurisdiction, such basis must be found in law of state in which action is brought. Civil Rights Act of 1964, § 701 et seq. as amended 42 U.S.C.A. § 2000e et seq.; Fed.Rules Civ.Proc. Rule 4(e), 28 U.S.C.A.

Cases that cite this headnote

[7] Federal Courts

- Employment discrimination

Federal Courts

Related or affiliated entities; parent and subsidiary

West German subsidiary of Massachusetts parent corporation did not have sufficient minimum contacts with Massachusetts for the exercise of personal jurisdiction over it in action in which plaintiff, a United States citizen residing in West Germany, alleged discriminatory personnel practices with respect to age, sex, and national origin in violation of Title VII. Civil Rights Act of 1964, § 701 et seq. as amended 42 U.S.C.A. § 2000e et seq.; M.G.L.A. c. 223, § 38; c. 223A, § 3.

Cases that cite this headnote

Attorneys and Law Firms

*57 Diego Mas Marques, pro se.

Ronald M. Green, Epstein, Becker, Borsody & Green, New York City, for defendants.

MEMORANDUM AND ORDER

SKINNER, District Judge.

Plaintiff brought this action pro se alleging discriminatory personnel policies with respect to age, sex, and national origin, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. s 2000e et seq., against Digital Equipment GmbH ("Digital GmbH"), a West German corporation, and its parent Digital Equipment Corp. ("Digital Corp."), a Massachusetts corporation. Defendants have filed a motion for summary judgment.

Plaintiff, a United States citizen residing in West Germany, alleges that he applied for an accounting or clerical position with Digital Equipment GmbH, in Munich, West Germany on April 28, 1977. Plaintiff further alleges that he was denied employment pursuant to company personnel policy preferring German nationals, to the exclusion of American citizens. In addition, plaintiff maintains that the express policy of Digital GmbH, manifested in its newspaper advertisements, was to systematically categorize various employment positions according to age and sex.

Generally, plaintiff's pro se pleadings must be held to a less stringent standard than those drafted by an attorney, Haines v. Kerner, 404 U.S. 519, 520, 92 S.Ct. 594, 595, 30 L.Ed.2d 652 (1972), and, in a motion for summary judgment, the court must indulge all inferences favorable to the party opposing the motion. United States v. Diebold, 369 U.S. 654, 82 S.Ct. 993, 8 L.Ed.2d 176 (1962). Nevertheless, the Federal Rules of Civil Procedure specifically provide that general allegations, while possibly sufficient to state a cause of action, must be supported by specific facts showing a genuine issue for trial to survive a summary judgment motion. Fed.R.Civ.P. 56(e). Plaintiff's conclusory allegations in his opposing papers, unsupported by affidavits, are not sufficient to controvert the facts averred, and supported, by defendants in their motion for summary judgment. Ashwell & Company, Inc. v. Transamerica Insurance Co., 407 F.2d 762 (7th Cir. 1969). See also, Hahn v. Sargent, 523 F.2d 461 (1st Cir. 1975). As a result, the following facts described by the defendants concerning their respective corporate structures are taken as true.

Digital GmbH is a wholly owned subsidiary of Digital Corp., and is separately incorporated under the laws of West Germany. Personnel policies of Digital GmbH are set exclusively by that corporation in conjunction *58 with Digital Equipment International, a Swiss corporation, with no substantive input by Digital Corp. All employment decisions of Digital GmbH, including recruitment, hiring, training, promotion, termination, and establishment of working conditions are exclusively determined and implemented by Digital GmbH and Digital International. Specifically, the

advertisements described in plaintiff's complaint were drafted and reviewed by Digital GmbH employees, without any participation or supervision by Digital Corp.

On a broader scale, Digital Corporation and Digital GmbH have separate corporate structures, with independent business records, bank accounts, tax returns, financial statements and budgets. Digital Corp. exercises no control over sales goals and marketing strategies for Digital GmbH. Digital Corp. manufactures and sells computers and computer components at facilities located in the United States, Puerto Rico and Ireland. Digital GmbH is engaged in the repair, retail sale and distribution of computers and computer components solely within West Germany. Digital GmbH purchases fifty percent of its inventory from Digital Corp. pursuant to written sales contracts, which also provide for the occasional performance of administrative services, such as accounting and bookkeeping, for Digital GmbH. Digital GmbH is not licensed to, nor does it conduct business in the United States.

As a preliminary matter, I note that plaintiff's age claims may not be considered, for he has failed to resort to a mandatory state remedy before the Massachusetts Commission Against Discrimination, as required by the Age Discrimination in Employment Act (ADEA), 29 U.S.C. ss 621 et seq. and M.G.L. c. 151B. Oscar Mayer Co. v. Evans, 441 U.S. 750, 99 S.Ct. 2066, 60 L.Ed.2d 609 (1979); Hadfield v. Mitre Corp., 562 F.2d 84 (1st Cir. 1977). Not only did plaintiff fail to allege a cause of action under the ADEA in his complaint, 1 he failed to allege his age. In addition, plaintiff has not specifically alleged that he was denied a position due to sex discrimination. Given the dispositive nature of the jurisdictional issues in this case, however, I need not reach the issue of whether discriminatory advertisements alone are sufficient to state a cause of action under Title VII. At a minimum, plaintiff has alleged a discriminatory denial of employment based on national origin, and he has received a right-to-sue letter from the Equal Employment Opportunity Commission, thereby satisfying the jurisdictional prerequisites for a suit under Title VII

[4] Plaintiff has not alleged an application for, and denial of employment opportunities at Digital Corp. in the United States. He has confined his complaint to the policies of the West German corporation, Digital GmbH, and has remained at all times in West Germany, refusing to attend a deposition in the United States. The first issue, therefore, is whether the parent, Digital Corp., may be held liable for the alleged

discriminatory acts and policies of its subsidiary, Digital GmbH. The standard to be applied to determine the propriety of consolidating separate entities for the purpose of this Title VII action is identical to that promulgated by the National Labor Relations Board: (1)interrelation of operations, (2) common management, (3) common control of labor relations, and (4) common ownership or financial control. Radio and Television Broadcast Technicians Local Union 1264 v. Broadcast Service of Mobile, Inc., 380 U.S. 255, 85 S.Ct. 876, 13 L.Ed.2d 789 (1965); Baker v. Stuart Broadcasting Co., 560 F.2d 389, 392 (8th Cir. 1977). Plaintiff could alternatively show that the parent corporation so controls the subsidiary as to cause the subsidiary to become merely the agent or instrumentality of the parent. Linskey v. Heidelberg Eastern, Inc., 470 F.Supp. 1181, 1184 (E.D.N.Y.1979).

*59 [5] The uncontroverted evidence supplied by the defendants clearly demonstrates the distinct non-integrated nature of Digital Corp. and Digital GmbH. As their operations, management, labor policy, and finances are all separate, Digital Corp. does not sufficiently control Digital GmbH so as to be held liable for the latter's allegedly discriminatory acts. Accordingly, the complaint fails to state a cause of action against Digital Corp.

[6] The second issue to be determined is whether Digital GmbH has sufficient "minimum contacts" in Massachusetts for the exercise of personal jurisdiction over it in this court. International Shoe v. Washington, 326 U.S. 310, 66 S.Ct. 154, 90 L.Ed. 95 (1945). As Title VII does not provide an independent basis for personal jurisdiction, such basis must be found in the law of the state in which the action is brought. Fed.R.Civ.P. 4(e). Massachusetts law provides two bases for the exercise of personal jurisdiction over foreign corporate defendants. M.G.L. c. 223A, s 3, the Massachusetts long-arm statute, confers personal jurisdiction over a defendant where, inter alia, the cause of action arises out of acts which take place in the Commonwealth. M.G.L. c. 223, s 38 provides for personal jurisdiction over a corporate defendant doing business within the Commonwealth.

[7] The present cause of action involves an allegedly discriminatory personnel policy engaged in by Digital GmbH. The only contacts Digital GmbH maintains with Massachusetts are inventory purchase contracts and ownership by a Massachusetts corporation. As the contracts are unrelated to the policies at issue, and it has been established that Digital Corp. exercises no control over Digital GmbH's employment decisions, the cause of action

does not arise from any acts within the Commonwealth. Personal jurisdiction may not lie under M.G.L. c. 223A, s 3. Whittaker Corporation v. United Aircraft Corp., 482 F.2d 1079, 1085 (1st Cir. 1973); Walsh v. National Seating Co., Inc., 411 F.Supp. 564 (D.Mass.1976). Similarly, "doing business" within the purview of M.G.L. c. 223, s 38, involves some substantial effect upon Massachusetts commerce, and requires more than a mere purchaser-supplier relationship. Caso v. Lafayette Radio Electronics Corporation, 370 F.2d 707 (1st Cir. 1966); Wilson v. Holiday Inn Curacao N. V., 322 F.Supp. 1052 (D.Mass.1971). The latter case, where the plaintiff brought *60 suit in Massachusetts against a Holiday Inn incorporated in Curacao, on the basis of the defendant's

relationship with its parent, Holiday Inns of America, Inc., doing business in Massachusetts, is particularly apt here. The Court there held the two entities were separate and distinct, using much the same analysis as was discussed here, and dismissed the claim for want of jurisdiction.

Accordingly, defendants' motion for summary judgment is ALLOWED.

All Citations

490 F.Supp. 56, 22 Fair Empl.Prac.Cas. (BNA) 87

Footnotes

- Title VII by its terms does not afford relief for alleged victims of age discrimination. 42 U.S.C. ss 2000e et seq.
- 2 Ch. 223A
 - s 3. Transaction or conduct for personal jurisdiction

A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a cause of action in law or equity arising from the person's

- (a) transacting any business in this commonwealth;
- (b) contracting to supply services or things in this commonwealth;
- (c) causing tortious injury by an act or omission in this commonwealth;
- (d) causing tortious injury in this commonwealth by an act or omission outside this commonwealth if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in this commonwealth;
- (e) having an interest in, using or possessing real property in this commonwealth; or
- (f) contracting to insure any person, property or risk located within this commonwealth at the time of contracting or
- (g) living as one of the parties to a duly and legally executed marriage contract, with the marital domicile of both parties having been within the commonwealth for at least one year within the two years immediately preceding the commonwealth of the action, notwithstanding the subsequent departure of the defendant in said action from the commonwealth, said action being valid as to all obligations or modifications of alimony, custody, child support or property settlement orders relating to said marriage or former marriage, if the plaintiff continues to reside within the commonwealth.
- 3 Ch. 223
 - s 38. Foreign corporations

In an action against a foreign corporation, except an insurance company, which has a usual place of business in the commonwealth, or, with or without such usual place of business, is engaged in or soliciting business in the commonwealth, permanently or temporarily, service may be made in accordance with the provisions of the preceding section relative to service on domestic corporations in general, instead of upon the state secretary under section fifteen of chapter one hundred and eighty-one.

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KeyCite Yellow Flag - Negative Treatment
Disagreed With by Lavespere v. Niagara Mach. & Tool Works, Inc., 5th Cir.
(La.), August 13, 1990

637 F.2d 24 United States Court of Appeals, First Circuit.

Diego MAS MARQUES, Plaintiff, Appellant,

v.

DIGITAL EQUIPMENT CORPORATION, and Digital Equipment GmbH, Defendants, Appellees.

No. 80-1222. | Submitted Sept. 12, 1980. | Decided Dec. 17, 1980.

Synopsis

Plaintiff, a United States citizen residing in West Germany, brought suit against Massachusetts parent corporation and its West German subsidiary alleging discriminatory personnel practices of subsidiary with respect to age, sex, and national origin in violation of Title VII of the Civil Rights Act of 1974. Upon defendants' motion for summary judgment, the United States District Court for the District of Massachusetts, Walter Jay Skinner, J., 490 F.Supp. 56, entered summary judgment in favor of defendants, and plaintiff appealed. The Court of Appeals, Bownes, Circuit Judge, held that: (1) the parent corporation did not exercise sufficient control over its West German subsidiary in order to be liable for alleged employment discrimination of the subsidiary; (2) the District Court did not have personal jurisdiction over a West German subsidiary under the Massachusetts long arm statute; and (3) the affidavit filed ten days after summary judgment was entered was insufficient to allow judgment to be set aside where no explanation was given for failure to present the affidavit or its contents earlier and no claim was made that further facts became known to plaintiff only after judgment had been entered.

Affirmed.

West Headnotes (7)

[1] Civil Rights

Multiple entities; third parties

78 Civil Rights

78II Employment Practices

78k1108 Employers and Employees Affected

78k1112 Multiple entities; third parties

(Formerly 78k204.1, 78k204, 78k13.7)

Even though plaintiff alleged that Massachusetts corporation was fully responsible for its West German subsidiary's general policy of employment discrimination, it was established that subsidiary's personnel policies, advertising decisions were formulated without involvement of parent, and there was genuine parent-subsidiary relationship in which there were separate corporate structures, facilities, or courses, business records, bank accounts, tax returns, financial statements, budgets and corporate reports, and, therefore Massachusetts corporation would not be held responsible for acts of its subsidiary under Title VII. Civil Rights Act of 1964, §§ 701-718 as amended 42 U.S.C.A. §§ 2000e to 2000e-17.

26 Cases that cite this headnote

[2] Federal Civil Procedure

Civil rights cases in general

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)2 Particular Cases

170Ak2491.5 Civil rights cases in general

Even though pro se plaintiff may not have been aware of Rule of Civil Procedure governing summary judgments when he filed his first opposition to defendants' motion for summary judgment in action alleging violations of plaintiff's civil rights, defendants' reply memorandum put him on clear notice of rule and deficiencies of his initial response, and, therefore, when specific facts were not forthcoming in plaintiff's second opposition to summary judgment, and no attempt to provide them or conduct discovery was made, District Court was well warranted in granting summary judgment. Fed.Rules Civ.Proc. Rule 56(e, f), 28 U.S.C.A.

29 Cases that cite this headnote

[3] Federal Civil Procedure

Employees and Employment

Discrimination, Actions Involving

170A Federal Civil Procedure 170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)2 Particular Cases

170Ak2497 Employees and Employment

Discrimination, Actions Involving

170Ak2497.1 In general

(Formerly 170Ak2497)

In action brought against Massachusetts parent corporation and its West German subsidiary alleging discriminatory personnel practices of subsidiary, plaintiff's promise to prove his general allegations about relationship between parent and subsidiary through corporate records at trial was not enough to require trial as to parent corporation. Fed.Rules Civ.Proc. Rule 56(e, f), 28 U.S.C.A.

6 Cases that cite this headnote

[4] Federal Courts

Related or affiliated entities; parent and subsidiary

170B Federal Courts

170BX Personal Jurisdiction

170BX(B) Actions by or Against Nonresidents;

"Long-Arm" Jurisdiction

170Bk2758 Aliens and Alien Entities

170Bk2762 Related or affiliated entities; parent and subsidiary

(Formerly 170Bk82)

Fact that West German subsidiary of Massachusetts parent corporation purchased half its inventory and some bookkeeping and accounting services from Massachusetts parent did not make West German subsidiary amenable to suit under Massachusetts long-arm statute, and, therefore, United States District Court did not have jurisdiction over West German subsidiary. M.G.L.A. c. 223, § 38; c. 223A, § 3.

Cases that cite this headnote

[5] Federal Courts

Particular Entities, Contexts, and Causes of Action

Federal Courts

Related or affiliated entities; parent and subsidiary

170B Federal Courts

170BX Personal Jurisdiction

170BX(B) Actions by or Against Nonresidents;

"Long-Arm" Jurisdiction

170Bk2758 Aliens and Alien Entities

170Bk2760 Particular Entities, Contexts, and

Causes of Action

170Bk2760(1) In general

(Formerly 170Bk82)

170B Federal Courts

170BX Personal Jurisdiction

170BX(B) Actions by or Against Nonresidents;

"Long-Arm" Jurisdiction

170Bk2758 Aliens and Alien Entities

170Bk2762 Related or affiliated entities; parent and subsidiary

(Formerly 170Bk82)

Even if West German subsidiary's purchase contract by which subsidiary purchased half its inventory and some bookkeeping and accounting services from its Massachusetts parent amounted to transaction of business in Massachusetts within meaning of Massachusetts long-arm statute, plaintiff's cause of action for employment discrimination did not arise from subsidiary's transaction of business in Massachusetts, as required by long-arm statute, nor did plaintiff's claim fit within any other sections of long-arm statute, and, therefore, District Court did not have jurisdiction over claim that West German subsidiary violated plaintiff's civil rights in West Germany, M.G.L.A. c. 223, § 38; c. 223A, §§ 3, 3(a-g); Civil Rights Act of 1964, §§ 701–718 as amended 42 U.S.C.A. §§ 2000e to 2000e-17.

7 Cases that cite this headnote

[6] Federal Civil Procedure

Employees and Employment Discrimination, Actions Involving

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)2 Particular Cases

170Ak2497 Employees and Employment

Discrimination, Actions Involving

170Ak2497.1 In general

(Formerly 170Ak2497)

In action brought by United States citizen residing in West Germany against Massachusetts parent corporation and its West German subsidiary alleging discriminatory personnel practices, general statement that subsidiary obtained all of its materials directly or indirectly from parent and did all of its business through control of parent did not stand in way of summary judgment for subsidiary on grounds that United States District Court in Massachusetts did not have personal jurisdiction. Fed.Rules Civ.Proc. Rule 56(e, f), 28 U.S.C.A.

5 Cases that cite this headnote

[7] Federal Civil Procedure

Subsequent proceedings; reconsideration of denial of motion

170A Federal Civil Procedure 170AXVII Judgment 170AXVII(C) Summary Judgment 170AXVII(C)3 Proceedings 170Ak2559 Subsequent proceedings; reconsideration of denial of motion

Once District Court granted summary judgment in favor of Massachusetts parent corporation and West German subsidiary in action by plaintiff alleging discriminatory employment practices, motion for reconsideration which was construed as motion to vacate judgment containing affidavit of plaintiff's wife was insufficient to justify setting aside prior judgment where such affidavit was not offered prior to entry of judgment and, in addition, no explanation was given for failure to present affidavit or its contents earlier, and no claim that further facts became known to plaintiff only after judgment had been entered. Fed.Rules Civ.Proc. Rule 60(b), (b)(1, 6), 28 U.S.C.A.

30 Cases that cite this headnote

Attorneys and Law Firms

*26 Diego Mas Marques on brief pro se.

Ronald M. Green, Susan S. Savitt, Philip M. Berkowitz and Epstein Becker Borsody & Green, P.C., New York City, on brief for defendants, appellees.

Before COFFIN, Chief Judge, CAMPBELL and BOWNES, Circuit Judges.

Opinion

BOWNES, Circuit Judge.

Diego Mas Marques, a United States citizen living in Germany, alleges employment discrimination by Digital Equipment GmbH (Digital GmbH), a West German corporation that rejected his applications for an accounting or clerical position in Germany in 1977 and thereafter. According to Mas Marques, Digital GmbH has a policy of preferring German nationals for employment, and classifies jobs according to sex and age, as evidenced by its newspaper advertisements. Invoking Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. ss 2000e-2000e-17, Mas Marques filed suit in the federal district court of Massachusetts against Digital GmbH and its parent company, Digital Equipment Corporation (Digital Corp.), a Massachusetts corporation. ¹ The district court granted summary judgment for the defendants and denied a motion for reconsideration. From these rulings Mas Marques appeals. We affirm.

As the district court noted, Mas Marques did not bring suit under the Age Discrimination in Employment Act of 1967, 29 U.S.C. ss 621-634. Moreover, he did not allege his age in his complaint or specifically allege that he was denied employment because of his age.

THE GRANT OF SUMMARY JUDGMENT

Digital Corp. manufactures and sells computers and computer components and has facilities in the United States, Puerto Rico and Ireland; its wholly owned subsidiary Digital GmbH manufactures, repairs and distributes computers and related products in West Germany. The district court granted summary judgment to both defendants on the grounds that Digital Corp. did not exercise sufficient control over Digital GmbH to be liable for its alleged discrimination and that there was no personal jurisdiction over Digital GmbH. We merely elaborate on the district court's well-reasoned opinion, which is reported at 490 F.Supp. 56 (D.Mass.1980).

With respect to Digital Corp., the district court correctly determined that the affidavits submitted in support of summary judgment negate its liability. ² Although Mas Marques alleged in his complaint that Digital Corp. is "fully responsible for (Digital GmbH's) general policy of employment discrimination," the defendants' affidavits establish that Digital GmbH personnel policies, advertising, and decisions are formulated without the involvement of Digital Corp. 3 Moreover, the affidavits depict a genuine parent-subsidiary relationship in which there are separate corporate structures, facilities, work forces, business records, bank accounts, tax returns, financial statements, budgets and corporate reports. Although Digital GmbH does purchase fifty percent of its inventory of computers and computer components from Digital Corp. and occasionally contracts with Digital Corp. for accounting or bookkeeping services, *27 the affidavits assert that Digital Corp. does not control Digital GmbH's sales goals or marketing strategies, and sales catalogues and advertising are done separately. On the basis of the defendants' affidavits, there was no recognized theory upon which Digital Corp. could be held responsible under Title VII for the acts of Digital GmbH. The two companies would not, in our opinion, be a single enterprise or employer under the test developed by the National Labor Relations Board and applied by some courts in Title VII cases. E. g., Radio and Television Broadcast Technicians Local 1264 v. Broadcast Service of Mobile, Inc., 380 U.S. 255, 256, 85 S.Ct. 876, 877, 13 L.Ed.2d 789 (1965) (considering (1) interrelation of operations, (2) common management, (3) centralized control of labor relations, and (4) common ownership); Baker v. Stuart Broadcasting Co., 560 F.2d 389, 392 (8th Cir. 1977); Linskey v. Heidelberg Eastern, Inc., 470 F.Supp. 1181, 1183-84 (E.D.N.Y.1979); EEOC v. Upjohn Corp., 445 F.Supp. 635, 638 (N.D.Ga.1977). Nor would Digital Corp. be liable on the theory that the parent-subsidiary relationship is a sham, see Hassell v. Harmon Foods, Inc., 336 F.Supp. 432, 433 (W.D.Tenn.1971), aff'd, 454 F.2d 199 (6th Cir. 1972), or that Digital Corp. so controls Digital GmbH as to make Digital GmbH its agent, see Linskey v. Heidelberg Eastern, Inc., supra, at 1183-84; EEOC v. Upjohn Corp., supra, at 638.

- Affidavits were submitted by Ronald Green, attorney for the defendants, Walter Wagner, Personnel Manager at Digital GmbH, and Seymour Sackler, Assistant General Counsel of Digital Corp.
- More specifically, the affidavits indicate that Digital GmbH's personnel policies and procedures are

formulated by a European Personnel Policies Committee (staffed by employees of Digital International, a Swiss corporation, and its various subsidiaries), expanded and adapted to German law and custom by a German management team of Digital GmbH and implemented by Digital GmbH employees.

The district court was likewise correct in concluding that Mas Marques' opposition papers did not suffice to create a genuine issue of fact concerning Digital Corp.'s liability. In his two "oppositions" to summary judgment, which were unsworn and unsupported by affidavits, Mas Marques asserted a close relationship between Digital Corp. and Digital GmbH, but his statements about the corporate relationship were conclusory (e. g., the companies are "one and the same," their parent-subsidiary relationship is a "sham," Digital Corp. "impermissibly controlled" Digital GmbH, Digital management "takes its orders from" Digital Corp.). Even reading the pro se opposition papers liberally, in accordance with Haines v. Kerner, 404 U.S. 519, 520, 92 S.Ct. 594, 595, 30 L.Ed.2d 652 (1972), and United States v. Diebold, Inc., 369 U.S. 654, 655, 82 S.Ct. 993, 994, 8 L.Ed.2d 176 (1962), they do not comply with Rule 56(e), Fed.R.Civ.P., which required Mas Marques to "set forth specific facts showing that there (was) a genuine issue for trial." Although Mas Marques, as a pro se litigant, may not have been aware of Rule 56(e) when he filed his first opposition, the defendants' reply memorandum put him on clear notice of the rule and the deficiencies of his initial response. When specific facts were not forthcoming in the second opposition, and no attempt to provide them or conduct discovery was made, see Fed.R.Civ.P. 56(f). 4 the district court was well warranted in granting summary judgment for Digital Corp. See generally Palmigiano v. Mullen, 491 F.2d 978, 980 (1st Cir. 1974). Mas Marques' promise to prove his general allegations about the relationship between Digital Corp. and Digital GmbH through corporate records at trial was simply not enough to require a trial as to Digital Corp. Hahn v. Sargent, 523 F.2d 461, 467 (1st Cir. 1975), cert. denied, 425 U.S. 904, 96 S.Ct. 1495, 47 L.Ed.2d 54 (1976). ⁵

Discovery never got off the ground in this case. The defendants served a notice that Mas Marques' deposition would be taken in Massachusetts, but Mas Marques declined to appear on the ground that he did not have the financial means to travel to Massachusetts. In his response to the notice of deposition, he suggested the deposition take place in Munich at a date to be agreed upon and requested the production of various records and documents at such oral examination. But there is

- no indication any deposition was ever taken or that Mas Marques made any further attempt at discovery.
- 5 Apart from alleging generally that Digital GmbH and Digital Corp. should be treated as one, Mas Marques hinted in his opposition papers that Digital Corp. should be put to trial because it responded to an EEOC investigation and the EEOC issued a notice of right to sue Digital Corp. We have examined the letters from Digital Corp. to the EEOC and the EEOC letters and documents Mas Marques filed with the district court, and see nothing in them that would warrant a trial against Digital Corp. Although Digital Corp. expressed willingness to investigate Mas Marques' charges and to cooperate with the EEOC, it did not concede responsibility for the actions of Digital GmbH. And, although the EEOC issued a notice of right to sue Digital Corp., it did so at Mas Marques' request and does not appear to have made any determination that Digital Corp. would be responsible for Title VII violations by Digital GmbH.
- *28 With respect to the defendant Digital GmbH, the district court justifiably ruled that nothing in the defendants' affidavits would support the exercise of personal jurisdiction pursuant to Mass.G.L. c. 223, s 38, or c. 223A, s 3. The former provision permits service of process on a foreign corporation that is "engaged in or soliciting business in the commonwealth, permanently or temporarily." In Caso v. Lafayette Radio Electronics Corp., 370 F.2d 707, 712 (1st Cir. 1966), we interpreted Massachusetts law to allow resort to this provision only if a foreign corporation's activities affected Massachusetts commerce substantially or so affected the transaction at issue as to make Massachusetts an appropriate forum, and we held that the fact that a Massachusetts subsidiary of a New York corporation bought inventory partly from its parent, inter alia, did not support the exercise of jurisdiction over the out-of-state parent. See also Farkas v. Texas Instruments, Inc., 429 F.2d 849, 850 (1st Cir. 1970), cert. denied, 401 U.S. 974, 91 S.Ct. 1193, 28 L.Ed.2d 324 (1971); Wilson v. Holiday Inn Curacao, NV, 322 F.Supp. 1052, 1054 (D.Mass.1971). No Massachusetts decision after Caso convinces us that a Massachusetts court would invoke c. 223, s 38 to exercise jurisdiction over Digital GmbH simply because it purchased half its inventory and some bookkeeping and accounting services from its Massachusetts parent. Moreover, these factors did not make Digital GmbH amenable to suit under the Massachusetts long arm statute, Mass. G.L. c. 223A, s 3. Even assuming that Digital GmbH's purchase contracts with Digital Corp. amounted to the transaction of business in Massachusetts within the meaning of subsection (a) of c. 223A, s 3 ("transacting any business in this Commonwealth"), Mas

- Marques' cause of action for employment discrimination did not arise from Digital GmbH's transaction of business in Massachusetts, as required by the statute. Compare Whittaker Corp. v. United Aircraft Corp., 482 F.2d 1079, 1084-85 (1st Cir. 1973). Nor did Mas Marques' claim fit within any of the other subsections of the long arm statute, c. 223A, s 3(b)-(g).
- Mas Marques suggests that subsection (d) of Mass.G.L. c. 223A, s 3 is applicable to his case, but we fail to see how his cause of action arises from Digital GmbH's "causing tortious injury in this commonwealth."

 Compare Engine Specialties, Inc. v. Bombardier, Ltd., 454 F.2d 527, 529 (1st Cir. 1972).
- [6] Furthermore, Mas Marques presented nothing in his oppositions that supported the exercise of personal jurisdiction over Digital GmbH. In addition to the allegations noted above, he stated only that Digital GmbH "obtain(ed) all of its materials" directly or indirectly from Digital Corp. and did "all of its business through the control" of Digital Corp. Such generalities did not stand in the way of summary judgment for Digital GmbH. Cf. Escude Cruz v. Ortho Pharmaceutical Corp., 619 F.2d 902, 904-06 (1st Cir. 1980) (conclusory allegations as to corporate interrelationship not sufficient to confer personal jurisdiction under Puerto Rico's long arm statute).

THE DENIAL OF RECONSIDERATION

- [7] More than ten days after the district court granted summary judgment for the defendants, Mas Marques filed a "motion for reconsideration," which we construe as a motion to vacate judgment pursuant to Rule 60(b), Fed.R.Civ.P. In the motion, Mas Marques stated that he was enclosing an affidavit "to controvert the facts averred brought forward by Defendants in their motion for summary judgment," and urged that "(a)s a result of this motion and affidavit the facts described by Defendants concerning their respective corporate structures should not be taken as true." The affidavit contained the following statements pertinent to the relationship between Digital Corp. and Digital GmbH:
 - That Digital Corp. the parent fully controls Digital GmbH, that further the Corporation controls in full *29 through data processing systems the sales of all the material and orders placed to and sold by Digital GmbH, that in addition it fully controls the marketing strategies of Digital GmbH by means of closely related

management meetings by Digital Corp. in the United States.

- 3. That Digital Corp. was requested by the management of Digital GmbH to make a decision as to my employment application and that I was advised by Digital GmbH management officials that the corporation had reached the final denial of my application for employment for any positions. The contacts by those officials were made through telephone conversations and telex.
- 4. That corporate papers and finances are fully controled (sic) by Digital Corp. and that further for the purpose of control Digital Corp. transfers its management and technical employees to Digital GmbH to manage Digital GmbH.
- 5. Digital Corp. expressly controls the financial personnel policy of Digital GmbH and particularly the hiring and firing of United States citizens.
- 6. That it is systematically categorized most employment positions according to age, sex and national origin by Digital Corp. through Digital GmbH and fully under the control of the Corp. for the purposes of better finance results.

The affidavit was certified as "the truth to the best of our knowledge and belief" and was signed under the pains and penalties of perjury by Mas Marques and his wife Angelika, who represented that she had witnessed Digital's discrimination policies and was present at several meetings and had telephone contacts with Digital GmbH and Digital Corp. The district court denied the motion for reconsideration, stating that the affidavit "does not appear to be based upon personal knowledge as required by F.R.Civ.P. 56(e), nor does it appear that the plaintiff could have acquired such personal knowledge."

There was no error. Although some of the statements in the affidavit were more specific than those in the previously filed oppositions, most of them were not, as the district court noted, based upon personal knowledge. One possible exception is the statement in paragraph 3 to the effect that Digital GmbH officials told Mas Marques that Digital Corp. made the final decision not to hire him. We need not decide whether this statement satisfied the "personal knowledge" requirement of Rule 56(e) and would have been admissible in evidence, as also required by Rule 56(e). See Corley v. Life and Casualty Insurance Co. of Tennessee, 296 F.2d 449, 450 (D.C.Cir.1961); 6 Pt. 2 Moore's Federal Practice P 56.22(1),

at 56-1322 & n.16 (2d ed. 1980). Nor need we decide whether such a statement, unaccompanied by disclosure of the identity of the Digital GmbH officials to whom Mas Marques supposedly spoke or the date of the conversation(s), would have been "sufficient evidence" to require a trial, if offered in timely opposition to the defendants' summary judgment motion, First National Bank of Arizona v. Cities Services Co., 391 U.S. 253, 288-89, 88 S.Ct. 1575, 1592, 20 L.Ed.2d 569 (1968), quoted in Hahn v. Sargent, supra, 523 F.2d at 464. Compare Williams v. Evangelical Retirement Homes, 594 F.2d 701, 704 (8th Cir. 1979). The fact remains that Mas Marques' affidavit was not offered prior to the entry of judgment; in addition, no explanation was given for the failure to present the affidavit or its contents earlier, and no claim was made that further facts became known to Mas Marques only after judgment had been entered. In these circumstances, particularly where Mas Marques should have been aware of the deficiencies in his case before the entry of judgment, relief under Rule 60(b) would not have been justified. Grounds for relief under Rule 60(b)(1), due to "mistake, inadvertence, surprise, or excusable neglect," were not presented.

(A) party cannot have relief under Rule 60(b)(1) merely because he is unhappy with the judgment. Instead he must *30 make some showing of why he was justified in failing to avoid mistake or inadvertence A defeated litigant cannot set aside a judgment ... because he failed to present on a motion for summary judgment all of the facts known to him that might have been useful to the court.

11 Wright & Miller, Federal Practice and Procedure s 2858, at 170-73 (1973 ed.) (emphasis supplied). See Couch v. Travelers Insurance Co., 551 F.2d 958, 959-60 (5th Cir. 1977). Nor were there exceptional circumstances or obvious injustices warranting relief under Rule 60(b)(6). See Ackermann v. United States, 340 U.S. 193, 197-200, 71 S.Ct. 209, 211-212, 95 L.Ed. 207 (1950); Scola v. Boat Frances, R., Inc., 618 F.2d 147, 154-56 (1st Cir. 1980). In short, there was no abuse of discretion in the denial of the motion for reconsideration. See Pagan v. American Airlines, Inc., 534 F.2d 990, 993 (1st Cir. 1976).

CONCLUSION

For the reasons stated above, we uphold the district court's grant of summary judgment for want of jurisdiction and its denial of reconsideration. It is too late for appellant to try to redeem his case by asserting on appeal that the defendants committed perjury in their affidavits and by urging this court to request records from Digital Corp. As the judgment must be affirmed, we do not reach the question whether Title VII can be given extraterritorial application to alleged discrimination abroad.

Nothing in Shapiro v. United States, 335 U.S. 1, 33, 68 S.Ct. 1375, 92 L.Ed. 1787 (1948), or the passages at 247 (or 274) U.S. 259, 263, 264 (1927), cited by Mas Marques, would authorize this court to supplement the record on appeal by requesting records from Digital Corp. The record on appeal is confined to matters presented to the district court. See Fed.R.App.P. 10(b).

Affirmed.

All Citations

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AGREEMENT FOR THE PURCHASE AND SALE OF MACHINERY AND EQUIPMENT

By and among

DIGITAL EQUIPMENT CORPORATION;

DIGITAL EQUIPMENT CORPORATION DE PUERTO RICO

and

DY-4 CORPORATION

dated

October 16th, 1992

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AGREEMENT FOR THE PURCHASE AND SALE OF MACHINERY AND EQUIPMENT

Agreement for the Purchase and Sale of Machinery and Equipment executed on this 16th day of October, 1992, by and among:

DIGITAL EQUIPMENT CORPORATION, a corporation organized and existing pursuant to the laws of the Commonwealth of Massachusetts and

DIGITAL EQUIPMENT CORPORATION DE PUERTO RICO, a corporation organized and existing pursuant to the laws of the State of Delaware (hereinafter collectively with DIGITAL EQUIPMENT CORPORATION referred to as the "Seller"); and

DY-4 CORPORATION, a corporation duly organized and existing pursuant to the laws of the Commonwealth of Puerto Rico (hereinafter referred to as the "Buyer").

WITNESSETH

WHEREAS, DIGITAL EQUIPMENT CORPORATION DE PUERTO RICO has been engaged in the Commonwealth of Puerto Rico, *inter alia*, in the manufacture of electronic equipment or parts thereof in certain facilities leased by DIGITAL EQUIPMENT CORPORATION from the Puerto Rico Industrial Development Company ("PRIDCO") located in San Germán, Puerto Rico (as more fully hereinafter described in Section 2.9, the "Leased Premises");

WHEREAS, Buyer was formed with the purpose of effecting the acquisition of certain of the machinery and equipment and certain leasehold improvements owned by Seller in the referred manufacturing operations and utilizing them in the operation of new manufacturing

.

operations in the Leased Premises, and Seller desires to sell to Buyer such machinery and equipment and leasehold improvements, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

- 1.1 Sale of the Purchased Assets. Upon and subject to the terms and conditions stated in this Agreement, at the Closing (as defined in Section 1.3 below), Seller shall sell, assign, convey and transfer to Buyer, and Buyer shall purchase and accept, all of Seller's rights, titles and interests in and to that certain machinery and equipment owned by Seller and used in the manufacture of electronic equipment or parts and located at the Leased Premises as listed in Schedule 1.1 hereof, and all of Seller's rights, titles and interests in and to certain leasehold improvements to the extent owned by Seller at the Leased Premises, free and clear of all liens, encumbrances, claims, mortgages, obligations, pledges, security interest, charges, restrictions, actions, courses of action, and demands of any nature whichsoever (the "Claims"). Such machinery and equipment and leasehold improvements shall be referred to hereinafter as the "Purchased Assets".
- 1.2 <u>Consideration</u>, and <u>Assumption of Liabilities</u>. (a) In consideration of Seller's performance of this Agreement and the transfer and delivery of the Purchased Assets to Buyer free and clear of Claims, Buyer shall, at Closing, pay to Seller TWO MILLION DOLLARS

- U.S. (\$2,000,000) (the "Purchase Price"). The Purchase Price shall be payable in cash or by wire transfer on the Closing Date (as defined in Section 1.3 below).
- (b) For the purposes hereof, the Buyer shall not assume, pay, discharge or perform, any liabilities or obligations of Seller in connection with the Purchased Assets existing at the time of such Closing and Seller shall reimburse, indemnify and hold harmless Buyer and its successors and assigns in that respect.
- 1.3 The Closing. The closing of the transactions provided for in this Agreement (the "Closing") shall take place in San Juan, Puerto Rico, at 10:00 a.m., local time, on such date as Buyer and Seller may mutually agree; provided, that such date shall not be later than January 8, 1993, except in the case of Force Majeure (as defined in Section 8.1 below) or if the parties mutually agree in writing to extend such date. The date on which the Closing actually occurs is herein referred to as the "Closing Date."

1.4 <u>Post-Closing Adjustment.</u>

(a) In the event that as of the Closing Date the Purchased Assets do not include any of the assets identified on Schedule 1.1 hereof or if any of these assets are not in good working order in the reasonable opinion of the Buyer, then, in that event, Buyer may elect to give Seller written notice (an "Adjustment Notice") of the amount of and reason for any claimed reduction in the Purchase Price on or prior to the thirtieth (30th) day after the Closing Date. At any time prior to thirty (30) days after its receipt of the Adjustment Notice, Seller may give written notice to Buyer that it disagrees with the Adjustment Notice ("Notice of Disagreement"). Unless Seller gives Buyer a Notice of Disagreement with respect to the Adjustment Notice, the Adjustment Notice and the adjustments to be made to the Purchase Price

pursuant to such Adjustment Notice shall be binding upon the parties and Seller shall reimburse Buyer for the amount of the Adjustment Notice, provided, however, that in no event shall Buyer be entitled to an aggregate adjustment which is less than Fifty Thousand Dollars (\$50,000) and in excess of One Hundred Fifty Thousand Dollars (\$150,000). The total amount of any claim shall be calculated and determined by multiplying the original cost(s) of such asset(s), as set forth in Schedule 1.1 hereof, by 8%.

- (b) During a period of thirty (30) days following the receipt of a Notice of Disagreement, the parties shall attempt to resolve any differences which they may have with respect to the matters set forth in the Notice of Disagreement. If, at the end of such thirty (30) day period, the parties have failed to reach a written agreement with respect of all of such matters, then such matters as are specified in the Notice of Disagreement shall be submitted to arbitration pursuant to Section 7.2 of this Agreement.
- (c) Buyer and Seller shall allocate personal and real property taxes relating to the Leased Premises and the Purchased Assets, and any and all other operating expenses relating to same, such as electricity and other utility services, landscaping and maintenance services, as of the Closing Date. Such adjustments shall be made at Closing, if possible, or upon receipt of bills or invoices relating to such taxes or operation expenses

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, which representations and warranties shall be true and accurate in all material respects as of the Closing Date, as follows:

- 2.1 Organization: Qualification. DIGITAL EQUIPMENT CORPORATION is a corporation duly organized, validly existing and in good standing pursuant to the laws of the Commonwealth of Massachusetts and DIGITAL EQUIPMENT CORPORATION DE PUERTO RICO is a corporation duly organized, validly existing and in good standing pursuant to the laws of the State of Delaware and duly authorized to engage in business in the Commonwealth of Puerto Rico and is a wholly-owned subsidiary of DIGITAL EQUIPMENT CORPORATION. Seller has the requisite corporate power and authority to own and sell the Purchased Assets.
- 2.2 Authority Relative to this Agreement. Seller has full corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. All corporate actions necessary to be taken by or on the part of Seller to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby have been duly and validly taken. This Agreement has been duly and validly executed and delivered by Seller and, assuming due execution and delivery by Buyer, constitutes a valid and binding agreement of Seller enforceable against Seller in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditor's rights, generally, as at the time in effect and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.
- 2.3 Consents and Approvals: No Violation. Neither the execution, delivery and performance of this Agreement by Seller nor the consummation by Seller of the sale of the Purchased Assets (i) materially contravene any provision of the certificate of incorporation or by-laws of the Seller; or of any resolution of its shareholders or directors; or to the best of

Seller's knowledge either (ii) require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority, except any consents that may be required for the transfer to Buyer of the Leased Premises or the Purchased Assets or as required by Section 5.3(g); or (iii) constitute a material breach or will result in a material default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, contract, agreement or other instrument or obligation to which Seller is a party or by which it may be bound; or (iv) violate in any material manner any material Commonwealth of Massachusetts and Puerto Rico, federal, administrative or municipal order, ordinance, writ, injunction, judgment, decree, law, statute, rule, code, regulation, or governmental permit or license or other requirement of any governmental authority relating to Seller with respect to the Purchased Assets.

- 2.4 <u>Brokers</u>. There is no broker or finder or other person who will have any valid claim against Seller for a fee, commission or brokerage in connection with this Agreement or the sale of the Purchased Assets as a result of any agreement, undertaking or action by Seller. Seller nevertheless holds Buyer harmless for any such claim(s), if any.
- 2.5 No Third Party Options. There are no existing agreements, options, commitments or rights with, of or to any other person to acquire any of the Purchased Assets.

2.6 Purchased Assets.

(a) <u>Title</u>. Seller has, and as of the Closing Date will have, good and marketable fee simple title to the Purchased Assets, free and clear of any Claims and none of it is, nor will it be upon Closing, subject to any restrictions, limitations or prohibitions with

respect to its sale. Prior to the Closing Date, Seller promptly shall advise Buyer of any actual notice Seller receives which would have an adverse impact on the Purchased Assets.

(b) Environmental Matters. Seller represents that, to the best of Seller's knowledge, (i) Seller has received no notices of outstanding or threatened violations issued against Seller and/or the operation of the Purchased Assets by either the Environmental Protection Agency, the Puerto Rico Environmental Quality Board or the Puerto Rico Aqueduct and Sewer Authority or any other applicable governmental agency relating to non-compliance with Environmental Laws at the Leased Premises or to the condition or operation of the Purchased Assets and (ii) the Purchased Assets and all activities currently conducted by Seller on the Leased Premises are in compliance in all material respects with applicable Environmental Laws. Environmental Laws shall be defined to include statutes, rules and regulations of the United States and the Commonwealth of Puerto Rico (including any local or municipal laws therein) aimed at protecting human health or the environment, including, but not limited to those relating to any toxic, hazardous or other regulated waste or substances (collectively "Substances") or air or water pollution control including, but not limited to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); (b) the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (c) the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; (d) the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; (e) the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; (f) the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (g) the Emergency Planning and Community Right-to-Know Act 42 U.S.C. §§ 4321 et seq.: (h) the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; (i) the Safe Drinking Water Act.

42 U.S.C. §§ 300(f) et seq.; (j) the Puerto Rico Public Policy Environmental Act, 12 L.P.R.A. § 1121, et seq. and (k) any rule, regulation, order, injunction, judgment, declaration or decree implementing or interpreting any of the foregoing acts and regulations, as amended; (iii) Seller represents that it has not received notice of any outstanding or threatened proceedings, claims, or lawsuits arising out of its use of Substances at the Leased Premises; and (iv) Seller represents that it has all the permits required by Environmental Laws for the operation of the Purchased Assets.

(c) <u>Seller's Indemnity</u>. Seller agrees to indemnify Buyer for all liabilities, losses, costs or damages arising from Pre-Closing Environmental Matters (as defined in Section 2.6(d) below).

As a condition to Seller's indemnification of Buyer for liabilities, losses, costs or damages arising from Pre-Closing Environmental Matters, Buyer agrees, subject to the approval of PRIDCO, if necessary, that Seller shall have the authority to implement at Seller's sole cost and expense, all remedial measures, including, but not limited to, investigation, sampling, monitoring or treatment of soil and groundwater ("Remedial Measures"), which: (i) are related to and result from any Pre-Closing Environmental Matter, and (ii) are lawfully required by any federal, state or local regulatory agency, commission or court with jurisdiction over matters involving environmental compliance or remediation ("Environmental Authority") or are deemed to be necessary by Seller in its discretion.

Buyer and Seller further agree, subject to the approval of PRIDCO, if necessary, that such Remedial Measures shall be conducted in accordance with the following provisions:

- (1) Buyer shall immediately inform Seller of any communication from any Environmental Authority relating to any Pre-Closing Environmental Matter, and shall take no action with respect to such matter, including, without limitation, communicating with such Environmental Authority without the prior approval of Seller, unless Seller's failure to respond promptly will subject Buyer to a risk of regulatory non-compliance;
- authority to negotiate, dispute or litigate with Environmental Authorities concerning the nature, scope, execution or completion of any Remedial Measures and shall have the authority to reach agreement with the Environmental Authorities with respect to the timetable and details for implementation of such Remedial Measures; provided, that Seller agrees to consult in good faith with Buyer concerning the nature and scope at the Remedial Measures and obtain Buyer's written approval prior to the commencement at any Remedial Measures that may result in any interference with Buyer's business operations, unless Buyer's failure to approve promptly will subject Seller to a risk of regulatory non-compliance;
- (3) Buyer agrees to cooperate with Seller to obtain, at Seller's cost and expense, any permits, licenses or other authorizations that may be required by Environmental Authorities or applicable laws and regulations to conduct the Remedial Measures;
- (4) Buyer shall provide Seller and its consultants, agents and employees full and free access to the Leased Premises for the purpose of carrying out all Remedial Measures arising from Pre-Closing Environmental Matters, and Buyer shall direct its employees to cooperate with Seller, at Seller's sole cost and expense, in carrying out any work required by Seller to complete all such Remedial Measures; provided, that Seller shall conduct such work

so as to minimize to the extent reasonably possible any interference with Buyer's business operations. Prior to commencing any site work, Seller shall provide Buyer with a description of the work and a schedule for completion of the work and give Buyer reasonable advance notice of the date and time when such work will commence.

- (5) Buyer agrees to cooperate in the supply of utilities, facilities, and services to Seller which are necessary for implementation of Remedial Measures arising from Pre-Closing Environmental Matters. Seller will reimburse Buyer for out-of-pocket expenses and actual costs directly related to Buyer's supply of such utilities, services and facilities.
- (6) Notwithstanding any provision herein to the contrary, in no event shall Seller's liability for any indirect, incidental or exemplary damages relating to any Pre-Closing Environmental Matter or the implementation of Remedial Measures in connection therewith exceed Five Hundred Thousand Dollars U.S. (\$500,000.00) net of any insurance proceeds paid to Buyer in compensation for any such damage.
- Environmental Matter" shall mean any condition existing at the Leased Premises prior to or on the Closing Date which is caused by or results from: (i) the production, use, generation, storage, treatment, disposal, discharge, release or other handling prior to or on the Closing Date of any Substances either at, in, on or under the Leased Premises; (ii) the presence as of the Closing Date of Substances at, in, on or under the Leased Premises; and (iii) the failure on or prior to the Closing Date of operations at the Leased Premises to be in compliance with any Environmental Laws.

- 2.7 Condition of Purchased Assets. Except as specifically set forth in this Section 2.7 or in Section 2.6 of this Agreement, Seller makes no representation or warranty with respect to the condition, construction, suitability of use or purpose, operating capability or capacity, or conformity or compliance with any law, rule, ordinance, or regulation, of or with respect to any or all the Purchased Assets. To the extent that PRIDCO owns or has any interest in the Purchased Assets, Seller shall use its best reasonable efforts to have such interests, if any, conveyed to Buyer at Closing. If any manufacturers or other warranties exist relating to the Purchased Assets, Seller shall assign same to Buyer at the Closing to the extent same are assignable by Seller. To the best of Seller's knowledge, the Purchased Assets have been maintained according to Seller's standards maintenance practices as they relate to such similar assets.
- 2.8 <u>Insurance</u>. The Purchased Assets and the Leased Premises are insured under various policies of insurance. All such policies are in full force and effect and are in amounts which in Seller's judgment are adequate in relation to the Purchased Assets and all premiums to date have been paid in full. Notwithstanding the foregoing, Buyer shall have no rights or claim to, for or against any proceeds or awards from such insurance as same applies to the Purchased Assets or the Leased Premises.
- 2.9 <u>Leased Premises</u>. With respect to the Leased Premises which are identified in Schedule 2.9:
 - (i) Seller has delivered to Buyer a true and complete copy of such written lease (the "PRIDCO Lease"), and
 - (ii) The Seller shall cooperate with Buyer in obtaining either:

- (1) the assignment to the Buyer of all rights, titles and interests of the Seller in and to the PRIDCO Lease and the release of Seller therefrom or shall:
- (2) cooperate fully with the Buyer in obtaining a new lease in the name of Buyer.
- 2.10 Employment Matters. Seller and Buyer agree that the Buyer shall not be obligated to hire any of the Seller's employees or assume any liability with respect to any of the Seller's employees. Seller shall indemnify, defend and hold Buyer harmless from and against any claim, action, cause of action, suit or similar proceeding by or from any employee of Seller arising prior to the Closing Date. In the event that in the future, Buyer hires any former employee of the Seller, such person shall be, for all purposes, a new employee of the Buyer and shall be entitled to receive employment benefits from Buyer from the date thereon and Buyer shall indemnify and hold Seller harmless from and against any claim, action, cause of action, suit or similar proceeding by or from any such employee arising out of such employees' employment by Buyer. Seller represents that Seller is not certified with any trade union, has received no application for certification, and is not a party to any collective bargaining agreements or other agreements with trade unions by which Buyer will be bound by virtue of purchase of the Purchased Assets.
- 2.11 Seller's knowledge. For purposes of this Agreement, Seller's knowledge shall mean the actual knowledge, after reasonable inquiry, of Miguel Nazario in his capacity as President and General Manager of DIGITAL EQUIPMENT CORPORATION OF PUERTO

RICO or of other senior management of Seller charged with responsibilities relating to the matter in question.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, which representations and warranties shall be true and accurate in all material respects as of the Closing Date, as follows:

- 3.1 Organization: Qualification. Buyer is a corporation duly organized, validly existing and in good standing pursuant to the laws of the Commonwealth of Puerto Rico and has the requisite corporate power and authority to acquire the Purchased Assets.
- 3.2 Authority Relative to this Agreement. Buyer has full corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. All corporate actions necessary to be taken by or on the part of Buyer to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby have been duly and validly taken. This Agreement has been duly and validly executed and delivered by Buyer and, assuming due execution and delivery by Seller, constitutes a valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally as at the time in effect and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

- and performance of this Agreement by Buyer nor the consummation by Buyer of the purchase of the Purchased Assets (i) materially contravene any provision of the articles of incorporation or by-laws of the Buyer or of any resolution of its shareholders or directors; or (ii) require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority except to assignment of new lease by PRIDCO to Buyer for the Leased Premises and except for the consents required pursuant to Section 5.3(e) hereof; or (iii) constitutes a material breach or will result in a material default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Buyer is a party or by which Buyer may be bound; or (iv) violate in any material manner any material Commonwealth of Puerto Rico, federal, administrative or municipal order, ordinance, writ, injunction, judgment, decree, law, statute, rule, code, regulation, or governmental permit or license applicable to Buyer.
- 3.4 <u>Brokers</u>. There is no broker or finder or other person who will have any valid claim against Buyer for a fee, commission or brokerage in connection with this Agreement or the purchase of the Purchased Assets as a result of any agreement, undertaking or action by Buyer. Buyer holds nevertheless Seller harmless for any such claim(s), if any.
- 3.5 Government Approvals and Financing. Buyer shall proceed in good faith to procure and fulfill the conditions set forth in Sections 5.3 (e) (f) (g) (i) and (j) hereof.

ARTICLE IV

COVENANTS OF THE PARTIES

From the date of this Agreement up to and including the Closing Date, Seller shall:

4.1 Maintenance of Purchased Assets. Buyer acknowledges that Seller is in the process of terminating employment and closing operations at the Leased Premises. Consistent with Seller's closure plan and termination plan, Seller will use reasonable efforts to keep the Purchased Assets in their present operating conditions and, consistent with Seller's closure and termination plans, in accordance with past practice and state of repair, reasonable wear and maintenance excepted. Seller shall not enter into any contracts relating to the maintenance or operation of the Purchased Assets which are not, by their terms, cancelable upon sixty (60) days notice, and will keep the Purchased Assets free of all Claims.

4.2 Access to Information.

(a) General. With the prior consent of PRIDCO, if necessary and pursuant to the terms and conditions of a mutually agreed upon Right of Entry Agreement, during ordinary business hours and upon reasonable advance notice, (i) give Buyer and its authorized representatives reasonable access to the Leased Premises and the Purchased Assets; and (ii) permit Buyer and its authorized representatives to make such inspections of the Leased Premises and the Purchased Assets as Buyer may reasonably request; and (iii) to the extent available, furnish Buyer with all necessary and essential drawings (as built) of the Leased Premises and the Purchased Assets, supply technical descriptions, plans and maintenance and guarantee manuals for all the Purchased Assets.

- (b) <u>Inspection</u>. With respect to the inspection rights given herein above by PRIDCO and Seller to Buyer and pursuant to the mutually agreed upon Right of Entry Agreement, the same shall include, the right to do and perform such reasonable acts and things as Buyer deems necessary or appropriate in order for it or its authorized representatives to make soil tests, engineering studies, environmental tests, surveys and other like tests and studies of the Leased Premises and other inspection of the Purchased Assets.
- (c) <u>Hydrogeologic Evaluation</u>. Complete the Hydrogeologic Evaluation currently underway at the Leased Premises pursuant to the work plan prepared by GZA GeoEnvironmental, Inc. (GZA) dated August 7, 1992. Seller agrees to provide to Buyer a copy of the Preliminary Summary of Findings prepared by GZA dated September 23, 1992, and to provide Buyer with a copy(ies) of the final report(s) relating to the Hydrogeologic Evaluation, which report(s) shall be provided at no cost to Buyer no later than October 31, 1992.
- 4.3 <u>Insurance</u>. Maintain in effect the insurance coverage on the Purchased Assets as represented by Seller in Section 2.8.
- 4.4 Sale of Assets; Negotiations. Seller shall not sell or encumber all or any part of the Purchased Assets, or initiate or participate in any discussions or negotiations or enter into any agreement(s) for such sale. Neither Buyer nor Seller shall provide any confidential information concerning the Purchased Assets to any third party except with the prior written consent of the other party.
- 4.5 PRIDCO Lease. Buyer and Seller shall cooperate with one another to obtain or cause to be obtained from PRIDCO (i) an approval of the assignment of the PRIDCO Lease to Buyer and termination of Seller's obligations thereunder, or (ii) a new lease, covering the Leased

Premises, which assignment or new lease would not impose upon Buyer terms and conditions materially different, in Buyer's reasonable judgement, than the PRIDCO Lease, and (iii) a release of Seller from any obligations under the PRIDCO Lease.

ARTICLE V

CLOSING CONDITIONS

- 5.1 <u>Conditions to Each Party's Obligations</u>. The respective obligations of the parties hereto to consummate the transactions contemplated by this Agreement shall be subject to the fact that neither Seller nor Buyer shall be subject to any order, judgment, decree or injunction of a court of competent jurisdiction which prevents consummation of the transactions contemplated hereby.
- 5.2 <u>Conditions to the Obligations of Seller</u>. The obligations of Seller to consummate the transactions contemplated hereby shall be further subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:
- (a) The representations and warranties of Buyer set forth in this Agreement shall be substantially true and correct in all material respects as of the Closing Date as if made at and as of the Closing Date (except as otherwise contemplated by this Agreement);
- (b) Seller shall have received a certificate, dated the Closing Date, signed by an authorized officer of Buyer certifying to the fulfillment of the conditions set forth in paragraph (a) of this Section 5.2;
- (c) The Purchased Assets shall not have been substantially damaged or destroyed by fire or other casualty;

- (d) Seller shall have confirmed receipt of the Purchase Price;
- (e) Buyer shall have performed and complied in all material respects with the agreements contained herein.
- (f) With the exception of any ongoing environmental liability of the Seller with regard to its obligations under the PRIDCO Lease, Seller shall have been released by PRIDCO of its obligations under its the PRIDCO Lease with PRIDCO in a manner reasonably satisfactory to Seller.
- 5.3 Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transaction contemplated hereby shall be further subject to the fulfillment on or prior to the Closing Date of each of the following conditions:
- (a) Seller shall have performed and complied in all material respects with the provisions contained in this Agreement required to be performed and complied with by Seller at or prior to the Closing Date;
- (b) The representations and warranties of Seller set forth in this Agreement shall be substantially true and correct in all material respects as of the Closing Date as if made at and as of the Closing Date (except as otherwise contemplated by this Agreement);
- (c) Buyer shall have received a certificate, dated the Closing Date, signed by an authorized officer of Seller certifying to the fulfillment of the conditions set forth in paragraphs (a) and (b) of this Section 5.3;
- (d) The Purchased Assets shall not have been substantially damaged or destroyed by fire or other casualty, in Buyer's reasonable judgement;

- The assignment to Buyer of the PRIDCO Lease or the obtention by Buyer from PRIDCO covering the portion of the Leased Premises described in hereto with materially the same conditions, in Buyer's reasonable judgement, as the PRIDCO Lease; and to the extent necessary transferring to Buyer such Assets as are owned by PRIDCO under the PRIDCO Lease.
 - (f) Buyer shall have received a grant of industrial tax exemption from the with of Puerto Rico pursuant to the Tax Incentives Act of 1987, as amended, in form satisfactory to Buyer and its counsel, and providing for the full benefits contained
 - g) Buyer shall have obtained, or shall have reasonably determined or its sole judgment that it will obtain the permits, licenses and authorizations were to conduct its proposed manufacturing operations in the Leased Premises and Scenses necessary to operate the Purchased Assets;
 - (h) Seller shall have executed and delivered to Buyer a Bill of Sale in form sonably acceptable to Buyer and its counsel sufficient to convey to Buyer all interests into the Purchased Assets free and clear of all Claims;
 - Buyer shall have received the required financing for the purchase of the which financing shall be acceptable to Buyer in its sole judgment;
 - Buyer shall have received the acceptances of its offers of employment to management employees of Seller identified on Schedule 5.3(j) hereto;
 - Buyer shall have received, on or before October 31, 1992 a copy of the aluation report(s), including the final report(s), and such report(s) shall not

disclose a condition or potential condition which, in the reasonable judgment of Buyer, shall prove hazardous or unacceptable for its possession and use of the Leased Premises and the Purchased Assets.

- (1) Buyer shall have received adequate evidence from Seller of its authority to sell the Purchased Assets under the terms and conditions indicated herein and, if applicable, confirming compliance with any applicable disposition of the Puerto Rico General Corporation Law regarding the sale of all or substantially all the assets.
- (m) Buyer shall reasonably be satisfied, as of the Closing Date, that the Purchased Assets reasonably include the assets identified in Schedule 1.1 hereof and that the Purchased Assets are in good operating condition and good working order.
- 5.4 Waiver of Conditions. Any of the parties hereto may waive in writing the compliance by the other party of such party's obligations under this Agreement at any time. The Closing of the transaction contemplated by this Agreement shall be deemed a waiver or satisfaction at Closing Date of the conditions of Closing contained in this Article V by Buyer and Seller, without in any manner affecting the survival of the representations, warranties and covenants of the parties as dealt with in section 7.1.

ARTICLE VI

TERMINATION

- 6.1 <u>Termination</u>. This Agreement may be terminated at any time prior to the Closing Date:
 - (a) By mutual agreement of Seller and Buyer;

- (b) By Seller or Buyer, if the Closing shall not have occurred on or before January 8, 1993, unless such failure is due to Force Majeure (as hereinafter defined), in which event the Closing Date may be extended by either party for up to an additional ninety (90) day period;
- Seller, in Buyer's reasonable opinion, of any agreement, representation or warranty contained in this Agreement to be performed by Seller, which material violation or material breach has either (i) rendered the satisfaction of any condition to the obligations of Buyer specified in Section 5.3 incapable of being accomplished prior to the Closing Date; or (ii) has not been waived by Buyer or cured by Seller within fifteen (15) days after written notice of such violation or breach;
- Buyer, in Seller's reasonable opinion, of any agreement, representation or warranty contained in this Agreement to be performed by Buyer, which material violation or material breach has either (i) rendered the satisfaction of any condition to the obligations of Seller specified in Section 5.2 incapable of being accomplished prior to the Closing Date; or (ii) has not been waived by Seller or cured by Buyer within fifteen (15) days after written notice of such violation or breach.
- 6.2 Procedure and Effect of Termination. In the event of termination of this Agreement pursuant to Section 6.1 above, written notice thereof shall forthwith be given by the terminating party to the other party and this Agreement shall terminate, and in each case the transactions contemplated hereby shall be abandoned, without further action by the other party

hereto, and there shall be no liability on the part of Seller or Buyer, except as set forth in Section 6.3 which shall survive the termination of this Agreement.

6.3 <u>Default and Remedies</u>. If any of the parties defaults as described in Sections 6.1(c) or 6.1(d) above, through no fault of the other, or otherwise fails to close after all conditions to its performance are satisfied or waived, then the non-defaulting party shall be entitled to either (i) recover from the defaulting party all out-of-pocket payments to third parties incurred by the non-defaulting party in connection with this Agreement, including but not limited to attorney's fees for the preparation of this Agreement; or (ii) in the case of a breach by Seller and, at Buyer's sole election, Buyer may require specific performance of this Agreement without the necessity or requirement to prove, as precondition, that Buyer had an inadequate remedy at law.

ARTICLE VII

SURVIVAL, ARBITRATION AND BULK SALES WAIVER

- 7.1 <u>Survival</u>. The representations, warranties and covenants of the parties hereto, except as set forth in Section 1.4, shall survive the execution and delivery hereof and the delivery of all the documents executed in connection herewith and shall continue in full force and effect after the date of execution of this Agreement and the Closing Date for a period of four (4) years from the Closing Date for any environmental matter and of six (6) months for any other matter.
- 7.2 Arbitration. (i) All disputes under this Agreement shall be settled by arbitration in New York City, New York before a single arbitrator pursuant to the rules of the American Arbitration Association (the "Association"). Arbitration may be commenced at any time by any party hereto giving written notice to each other party to a dispute that such dispute has been

transferred to arbitration under this Section. Notwithstanding the foregoing and subject to Section 1.4 of this Agreement, all disputes under this Agreement and any claims relating hereto must be commenced within four (4) years from the Closing Date for any environmental matter and within six (6) months from the Closing Date for any other matter. The arbitrator shall be selected by the joint agreement of Seller and Buyer, but if they do not so agree within twenty (20) days after the date of the notice referred to above, the selection shall be made pursuant to the rules from the panels of arbitrators maintained by such Association. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto; provided, that any such award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding and there shall be no right of appeal therefrom. Each party shall pay its own expenses of arbitration and the expense of the arbitrator shall be equally shared, including any filing fees so required by the Association, regardless of which party initiates the Arbitration proceeding; provided, that if in the opinion of the arbitrator any claim for indemnification or any defense or objection thereto was unreasonable, the arbitrator may assess, as part of this award, all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees) and of the arbitrator against the party raising such unreasonable claim, defense or objection.

7.3 <u>Bulk Sales Waiver and Indemnity</u>. As an inducement to Buyer to waive compliance with the provisions of the Bulk Sales laws of the Commonwealth of Puerto Rico. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities, imposed upon Buyer with

respect to the Seller's non compliance with any such Bulk Sales laws, none of such liabilities which are assumed by Buyer, and which liabilities Buyer would not have incurred if the provisions of such laws had been complied with by Seller in connection with the transactions contemplated hereby.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Force Majeure. The term "Force Majeure" shall mean, without limitation, delays caused by unforeseeable acts of God; act of public enemies; orders or restraints of any kind of the government of the United States or the Commonwealth of Puerto Rico or any of their department agencies, political subdivisions or officials, or any civil or military authority; war; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; droughts; floods; washouts; arrests; explosions; partial or entire failure of utilities; or, shortages of labor, materials, supplies or transportation. Force Majeure does not include strikes, lockouts or other industrial disturbances.

The parties hereto agree, however, that the party alleging Force Majeure shall use reasonable efforts to overcome its inability to carry out such agreements by reason of such Force Majeure; provided that the settlement of any disputes of any nature shall be entirely within the discretion of such party and such party shall not be required to make settlement of any such disputes by acceding to the demands of the opposing party or parties when such course is in the judgment of such party unfavorable to such party.

8.2 Risk of Loss and Damage -- Casualty and Condemnation. The risk of damage or loss to the Purchased Assets or any part thereof from any source occurring prior to the

Closing shall remain with Seller; provided, however, Seller shall not be obligated to replace, repair or restore the Purchased Assets or the Leased Premises.

- 8.3 <u>Amendment and Modification</u>. This Agreement may be amended, modified and supplemented only by written agreement signed by Seller and Buyer at any time prior to or at the Closing Date with respect to any of the terms contained herein.
- 8.4 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition hereby may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 8.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on the day when it is delivered personally or sent by facsimile transmission or telexed (in such cases followed by a transmission by mail) and on the third day if sent by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided, that notices of a change of address shall be effective only upon receipt thereof):
 - (a) if to Seller, to:

DIGITAL EQUIPMENT CORPORATION DE PUERTO RICO Attn: Mr. Miguel Nazario P.O. Box 106, Highway 362 San Germán, Puerto Rico 00753

with copy to:

DIGITAL EQUIPMENT CORPORATION

Attn.: Molly Brennan 111 Powdermill Road Maynard, MA 01754-3128 Fax #508- 493-5431

(b) if to Buyer, to:

DY-4 CORPORATION c/o Fiddler, González & Rodríguez Chase Manhattan Bank Building 254 Muñoz Rivera Avenue, 8th Floor Hato Rey, Puerto Rico 00918

with copy to:

Circo Craft Co. Inc. Attn: Jean Pierre Landry 17600, Route Transcanadienne, Kirkland (Québec) Fax (514) 694-5459

and:

Fiddler, González & Rodríguez 254 Muñoz Rivera Avenue Chase Manhattan Bank Bldg. 5th Floor Hato Rey, Puerto Rico 00918 Attention: Antonio R. Sifre, Esq.

- 8.6 <u>Assignment</u>. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder, prior to the Closing Date, shall be assigned by any party hereto, without the prior written consent of the other party hereto.
- 8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, without reference to the principles of conflicts of law.

- 8.8 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.9 <u>Interpretation</u>. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.
- 8.10 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. All provisions of this Agreement shall be enforced to the full extent permitted by law.
 - 8.11 Schedules. The Schedules hereto form an integral part of this Agreement.
- 8.12 Entire Agreement. This Agreement, including the documents, Schedules, certificates and instruments referred to herein, supersedes all prior agreements and understandings between the parties with respect to such transactions. All such documents, Schedules, certifications and instruments shall be referred to as part of the Agreement.
- 8.13 <u>Confidentiality Joint Public Announcements</u>. The Parties hereto agree that they shall not disclose the existence of nor the contents of this Agreement without the prior written consent of the other party except to its advisors, consultants and attorneys and if required by any regulatory authority to such regulatory authority and if disclosed pursuant to the terms and conditions of that certain letter dated September 30,1992. Buyer and Seller shall, together with PRIDCO, agree to appropriate joint public announcements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DIGITAL EQUIPMENT CORPORATION

DY-4 CORPORATION

By: Edward B. Mc Donough

Title: Vice President, Manufacturing

and Logistics

By: Hans K. Muhlegg

Title: President

DIGITAL EQUIPMENT CORPORATION DE PUERTO RICO

By: Miguel Nazario

Title: President and // General Manager

PURCHASED ASSETS

- It is agreed hereby by the parties to this Agreement that:
- The original cost corresponding to the assets listed are there solely for the purpose of Section 1.4 of the Agreement;
- 2- All other data, totals, subtotals, headings and other description, except for the description identifying the assets, are not be considered for any purposes;
- 3- The leasehold improvements are included only to the extent that they are owned by the Seller.

CARIBBEAN OPERATIONS MANUFACTURING PWB FIXED ASSETS LISTING PWB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

FXAST_NO	FXAST_DSCRPN	ACOSN_DT	OSTIGNIL COST
00011004101	WASTE TREAT. VENTILLAT	12/23/87	52,341.00
00011004102	ADD COST	12/01/89	4,494.89
00011004201	WASTE TREAT PIT AREA	12/23/87	42,900.00 22,099.40
00011004301	SOLDER MASK REVAMP	12/23/87	36,113.00
000LI004401	PATTIERS FLATE FIT UP	12/23/87 02/01/92	6,200 70
008 03702	DRY FILM INST	02/01/92	33,445.00
00800687101	MOD ION EXCHANGE SYS	02/01/92	20,799.08
00800687201	ZERO DISCHARGE PROD.	02/01/92	38,367.65
00800687301	INTROV BLDG #3 STOGE AREA SILO	02/01/92	137,267.54
00800687501	INNER LAYER CLEARROOM	08/01/92	113,264.00
00800696101	INNER LAYER CLEANBOOM	08/01/92	62,461.00
00800696103	INNER LAYER CLEARGOOM -	08/01/92	28,762.00
00800701901	A/C INSTALLATION	02/01/92	1,800.00
00800713901	DRILLING OFFICES	02/01/92	4,175.00
00800731001	CRYSTALLIEZER RELOCATION	03/01/92	7,300.00 22,550.00
00800732401	CLEANROOM PARTIAL CONSTRUTION	08/01/92	4,938.18
00800732501	MESANI CONSTRUCTION	08/01/92	2,200.00
00800733202	WALL DEMOLITION & CONSTRUCTION	08/01/92 09/01/92	4.075.00
00800735001	FLOOR REPAIR S/TREATMENT	12/01/90	15,381.20
00801110501	STUDY/DESING W.WATER RECYCLING	02/01/91	17,769.17
00801110502	ADD COST	03/01/91	2,250.00
0080LI10503	ADD COST PLANTER PLATE FITUP	02/01/89	43,650.10
00810005302	PCF OFFICES	06/01/88	16,730.75
008LI005201	PLATTER PLATE PIT UP	- 06/13/88	137,338.50
00811005401	CYANIDE SELF CONTAIN	06/13/88	3,765.00
008LI005402	ADD COST	12/01/89	1,095.39
00811005601	MESANI PLATFORM	06/01/88	7,584.46 4,494.83
00811005602	ADD COST	12/01/89	93,191.32
00811005901	CHEMICAL LAB. UPGR	06/22/88	3,148.16
008LI005902	ADD COST	12/01/89	391,829.71
00811006001	Prasa compliance phas	06/22/88 12/01/89	4,494.83
00811006002	ADD COST	06/22/88	161,985.00
00811006101	PRASA COMPLIANCE PRASE	12/01/89	4,494.83
008LI006102	ADD COST	06/27/88	5,695.00
00811006301	WALL EXT DRILL. ACUST. CEIL. R	08/01/88	3,583.98
008LI006501 008LI006601		08/01/88	21,600.00
00811006801		08/01/88	6,656.00
008LI006901	mast STTM	09/01/88	2,180.00
00811007001	DRY FILM/SOLDER MASK	09/01/88	10,000.00 22,574.82
00811007601	SANITARY UPGRADE BLDG	01/01/89	1,817.68
008LI007602		02/01/89	107,218.25
00811007603		10/01/89 12/01/89	4,494.83
00811007604	ADD COST	01/01/89	8,414.14
00811007701		01/01/89	8,740.00
00811007801		12/01/89	4,494.83
00811007802		02/01/89	42,264.50
00811006001		10/01/89	179,031.62
00811008501 00811008502		12/01/89	99,839.06
008LI008503		02/01/90	30,901.54
008LICC31C3		03/01/90	15,028.14
0087700910		08/01/90	13,747.00
008LI009103	BOILER REVAMP	12/01/90	3,974.55 5,871.06
008LI00920	INNERLAYER CLEAN ROOM	03/01/90	5,683.03
0081100990	MEZZANINE W/STAIR	09/01/90	35,160.00
0081101030	ILLUMINATION SYSTEM	12/01/90 02/01/91	4,175.00
008LI01030		05/01/91	3,900.00
0081101030		12/01/90	8,680.86
0081101040		01/01/91	10,054.12
0081101040		03/01/91	4,514.91
0081101040	2 MM AKEMCHES WAR COST	,,	

CARLEBEAN OPERATIONS MANUFACTURING PMS FIXED ASSETS LISTING PMS OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

.pdst_m0	FIRST DECEPT	3.005E_DT	ORIGHT CORL
		03/01/91	22,758.28
00811010901	PAC SLUDGE DEXES MACE BOUND DUCT FOR AIR CORD.	05/01/91	4,435.56
008LT011001	GIPSUMBUARD WALL DEPOLISH	05/01/91	2,500.00
00811011101	DET FILM SOLDER MODIFICATION	09/01/91	3,900.00
00811011301	INSER LATER EXPANSION	02/01/92	10,200.00
00813717501	CYPSIN BOARD ROOM PAC.	02/01/92	3,935.00
00811717701 00811717702	ADD COST	02/01/92	3,870.00
ż			
		11 61 79	1,750.00
00005635001	TEST MEAD 17757	11/01/79 11/01/79	1,613.14
00005635101	TEST HEAD 50-20275	12/01/89	31,901.99
00400536201	PROTO 137	12/01/84	26,422.68
00800204201	AUTOPATIC HI-POT TESTER	04/01/85	4,032.00
00800239401	LINE FRINTER 1926	04/01/85	5,985.84
00800239901	POMER DIST SYST	06/01/84	3,011.92
00800240401	PC350-D2 W/STASD	06/01/84	3,011.92
00800240601	≥ C350-D2	10/01/85	1,176.00
00800274501	77241-AA	06/30/88	850.00
00800276501		06/01/84	3,011.92
00800402001	3 C350-D2	06/13/88	13,600.00
00800518901	BA 81 JA	09/01/88	13,158.61
00800519001		06/13/88	20,644.40
00800519501	RASI MSC50	-06/13/88	1,522.00
00800539801	LASER PRINTER LN035	03/01/89	972.23
00800539802	ADD COST	06/13/88	1,522.00
00800539901	LASER PRINTER 18035	03/01/89	972.23
00800539902	ADD COST	06/13/88	1,522.00
00800540001	LASER PRINTER 18035	03/01/89	972.24
00800540002		06/13/88	28,891.17
00800540101		01/01/89	3,800.00
00800540102		12/01/89	6,400.00
00800540203	ADD COST	10/01/88	47,800.51
00800613903		12/01/88	27,821.50
00800614003		03/01/89	7,476.00
00800630603		02/01/90	14,120.00
0080063060		03/01/89	9,980.00
0080063240		12/01/89	15,549.99
0080066040	A 90 DISK DRIVE	03/01/92	9,638.48
0080073150		12/01/89	31,848.00
0080080160		12/01/89	11,270.40
0080080170		06/01/89	18,259.00
0080082700 0080085960		06/01/89	23,155.00
· ·			v. • •
			1,650.00
0000196700	1 DSCTILOSCOPE 465	01/01/73	1,943.00
0000369570	TO THE PARTY OF TH	05/01/72	3,050.70
0000210459		09/01/74	3,064.50
0000310470		09/01/74	7,093.21
0000310480	• -	09/01/74	38,941.40
000031040		05/01/72	2,224.23
0000385459		02/01/76	4,664.73
0000453830		09/01/82	10,784.71
00005766		01/01/81	3,470.00
00005766 (06/01/77	19,326.68
0000678980		12/01/77	73,350.00

CARIBBEAN OPERATIONS MANUFACTURING PMB FIXED ASSETS LISTING PMB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

			ARTON COST
PXAST_NO	FXAST_DSCRP#	ACOSH_DT	ORIGHI_COST
00800004101	OVEN GRIEVE	05/01/84	8,905.00
00800004201	OVEN GRIEVE	05/01/84	7,763.00
00800008801	ELECTRIC LIFT TRUCK	11/01/81	31,413.47
00800010701	DEMINERALIZER	11/01/81	31,025.00
00800020901	POST FUEE CLEARER	02/01/82	19,155.00
00800027801	GOLD ST PER	04/01/82	1,900.00 6,922.80
00800037701	CAJA FUERTE MOSLER	08/01/82 09/01/82	2,817.50
00800039701	NICKELDERH	09/01/82	4,664.73
00800046401	SCREEN DRYER	09/01/82	1,812.14
00800046801	GRIVE OVER (02013) OPIC III	01/01/83	60,681.00
00800061901	WELDING MACH. MCM-550	03/01/83	6,281.00
00800104801	DRILLING MACHINE-M-V	06/01/83	111,659.72
00800104802	DRILLING VACCIM OVERE	06/13/88	11,200.43
00800110901	DRY FILM FOR INNERLAYER	06/01/83	92,580.00
00800125901	SOLDER FUSING MACH/UP	06/01/84	78,887.07
00800129201	TESTER PULL & PEEL	08/01/83	3,145.54
00800129301	FORCE GAUGE	08/01/83	1,367.69 6,118.50
00800129601	NUARC EXPOSURE MACHIN	08/01/83	136,286.64
00800119701	DRILLER-ROUTER HARK V	11/01/83 12/01/84	52,406.21
00800203701	THE LITTLE TAN	05/01/85	13,838.85
00800235201	SHELVING STEEL S/R467	04/01/85	159,657.73
00800237701	DRILLER/ROUTER \$10 DRILLER/ROUTER \$6	04/01/85	159,657.73
00800237301	DRILLER/ROUTER #2	04/01/85	168,492.09
00800237901	TAPE PUNCHER/READER	04/01/85	3,415.06
00800238701	PLOTTER/PRINTER	04/01/85	35,230.54
00800240701	PACKAGING SYS SEALER	04/01/85	6,705.34
00800241101	CONVEYOR SYSTEM	04/01/85	3,118.55
00800241201	CONVEYOR SYSTEM	04/01/85	3,118.54 _ 4,834.50
00800241901	PACKAGING SYS TURNEL	04/01/85	235,044.28
00800242501	MERCER 432 SYST	05/01/85 06/13/88	11,287.50
00800242502	9DSA ANODES TITANIUM	10/01/85	171,311.34
00800275001	DRILLER/ROUTER LIFT TABLE 24X48	10/01/85	1,800.00
00800275101	LIFT TABLE 24X48	10/01/85	1,800.00
00800275201	LIFT TABLE 24X48	10/01/85	1,800.00
00800275301	WALL VACCUM	10/01/85	2,376.25
00800275601	VACUM WALL MOUNTED	10/01/85	503.00
00800275701	PALLET TRUCK	10/01/85	4,200.00
00800275901	CARBON FILTER SYSTEM	10/01/85	6,121.85
00800278901	AUTOMATIC CONTROLS_	10/01/85	9,837.00 1.129.364.70
00800288701	PATTERN PLATE PACHINE	06/01/86	982.00
00800307701	DIAL HEYGHT GAGE 259	06/01/86 06/01/86	20,842.61
00800307801	CSCILLOS COFE/EXP RAPP	06/01/89	5,259.37
00800307802	ADD COST TEXTRONIX SAMPLING HD	06/01/86	5,046.66
00800307901	MULTILEYER HOT PRESS	10/01/82	330,291.92
00800343001 00800343002	VACUUM FRAMES	12/23/87	16,287.00
00800343101	SESSOR TABLE	10/01/79	4,850.00
008003434U1	CONVEYOR SYSTEM	03/01/84	26,308.40
00800343601	WORKING HOIST	04/01/76	31,338.50
00800343602	TFLON STEAM FOR TANK	06/01/88	6,632.31 10,173.00
00800343801		10/01/83	11,740.00
10866543961	Limitantur	05/01/84 01/01/83	60,681.00
00800344201	GEN AUT CONTROLLER	06/01/81	29.498.13
00800344401		07/01/81	37,431.02
00800344501		04/01/82	11,214.00
00800344701		01/01/81	6,000.00
00800344901 00800347301		12/01/86	17,094.00
00800350201		12/01/86	1,873.25
00800350801		12/01/86	43,880.63
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CARIBBEAN OPERATIONS MANUFACTURING PMB FIXED ASSETS LISTING PMB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

fxast_no	FRAST_DSCRPR	ACQSH_DT	ORIGRI_COST
00000351401	A-24 PROCESSOR	12/01/86	12,744.06
00800351401	CUT SHEET LAMINATOR	12/01/86	139,079.96
00800351601	CUT SHEET LAMINATOR	12/01/86	139,079.96
00800370301	ARTWORK FILE	11/01/80	1,652.82
00800370501	WORKING HOIST	06/01/78	8,900.00
00800370701	SPENCER VACCUM DRI'L	09/01/74	2,566.58
00800370901	MANUAL LAMINATOR	08/01/78	9,823.55
00800372001	RISTON LAMINATOR	09/01/74	3,950.00
00800372101	RISTON PC PRINTER 130	02/01/79	20,800.00
00800374401	PC130 PRINTER	02/01/79	20,800.00
00800374402	UPGRADE PC130	06/27/88	3,308.00
00800374403	BOTTOM GLASS	09/01/90	4,385.74
00800374501	PC 130 PRINTER	02/01/79	20,800.00
00800374901	CHROME RINSE SYSTEM	02/01/77	2,113.68 1,521.00
00800375001	LIFT TABLE 24X42	02/01/84	1,521.00
00800375201	LIFT TABLE 24X42	02/01/84	1,521.00
00800375301	LIFT TABLE	02/01/84 06/01/87	8,409.13
00800391201	AC-I/L 50 ACCUMULATOR	06/01/87	17,640.00
00800391301	RACK FOR INNERLAYER	06/01/87	51,500.00
00800391401	ORBOT VERIF. TABLE	06/01/87	51,500.00
00800391501	ORBOT VERIF. TABLE	06/01/87	347,000.00
00800391701	ADDED: COST.	01/01/89	22,000.00
00800391702	ORBOT COMPUTER SYS	06/01/87	20,000.00
00800391703	INSPECTION MICHOSCOPE	10/01/83	1,500.00
00800399601	INSPECTION MICROSCOPE	02/01/84	1,500.00
00800399801	NICKEL DERM MOD. N-80	04/01/81	3,195.00
00800402301	VIDEO PROGRAMMING VPU	06/13/88	7,406.00
00800412001	CYCLING CHAMBER HARRI	09/01/87	44,720.00
00800412301	DATA TRACK 73211	12/23/87	1,764.00
00800413801	Working hoist frame	12/01/81	83,488.03
00800413803	ADD COST	07/01/91	15,725.27 914.00
00800415101	PANEL PCKER	12/23/87	32,410.00
00800415201	POWER SOURCE (MASTER)	12/23/87 05/01/82	59,257.20
00800454701	VATER TREATMENT SIST	12/23/87	13,960.88
00800481001	METALLOGRAPH UNIDET	12/23/87	7,792.81
00800481101	MICROSCOPE STERO U V CURING SYSTEM	12/23/87	16,086.00
00800481202	PC130 WITH INTEGRATOR	12/23/87	37,400.00
00800481301	GRIEVE SHELF OVEN	12/23/87	6,435.66
00800481501	MULTIVIEW INSP. SYST.	12/23/87	9,800.00
00800481801	SHEAR TWO SIDED	12/23/87	27,800.00
00800481802	UPGRADE SHEAR	01/01/89	18,534.78
00800481901	DEPLNMER HYDRAULIC	12/23/87	6,240.00
00800482001	LAY UP STATION	12/23/87	89,732.00
00800482401	WATER PURIFICATION SY	12/23/87	41,721.60
00800482501	EXCELLON DRILLER	12/23/87	189,100.00
00800482502	SPARE/TOOLING MARK VI	06/13/88	11,946.32
00800482503	SPARE/TOOLING	12/01/88	42,262.21 2,405.00
00800484701	PEXTO SHEAR	09/01/74	8,825.00
00800484901	D/T-S/M TANK	07/01/80	3,950.00
00800488701	LAMINATOR	09/01/74	18,568.48
00800512901	RASI DISK DRIVE	10/01/88 02/01/77	13,234.00
00800515101	RELOJES TEMP	02/01/89	17,350.00
00800515102	RACKS (SURFACE TREAT.) TWIN AUTOMATIC SOFTNE	11/01/81	15,282.00
00800515501	FILTER PRESS	06/01/83	64,125.07
00800515601	GRAPHITE FURNACE	05/01/84	11,711.16
00800516101	INTRAME-330 FRAMES	06/01/87	6,182.90
00800516201	INFRAME-330 FRAME	06/01/87	6,182.90
00800516301	CONVEYOR GOLD PLATE L	11/01/80	13,063.18
00800516302	CONVEYOR ACCESORIES	06/13/88	39,259.56
00800516501	CARBON TREATM TANK	10/01/85	8,859.34
00800516601	CARBON TREAT TANK	10/01/85	8,859.34

CARIBBEAN OPERATIONS MANUFACTURING PWB FIXED ASSETS LISTING PWB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

		acosn di	ORIGNI COST
FXAST_NO	PXAST_DSCRPN		
00800516701	CARBON TREAT TANK	10/01/85	8,859.34 8,859.34
00800516801	CARBOR TREAT TANK	10/01/85	20,577.00
00800517101	TWI I SCREEN PRINTER	02/01/77	15,145.00
00800517101	SCHOOL PRINTER	03/01/76 04/01/85	3,118.55
00800518101	CONVEYOR SYSTEM	06/01/87	5,895.00
00800518401	SOLVENT DISTILLER-	09/01/88	71,700.00
00800518801	VACCUM LAMINATOR	06/01/88	7,342.80
00800519101	RASI AA REESE/DRY SISTEM	09/01/90	68,531.11
00800519901 00800519902	ADD COST	11/01/90	42,091.33
00800539401	GOLD TANK	06/13/88	6,845.00
00800539501	ENCLOUSER/GOLD TANK	06/13/88	1,300.00
00800539601	MESERAN SURF. ANALIZE	06/13/88	48,737.63
00800539701	IBM PC COMPUTER	06/13/88	2,890.00
00800540301	MICRO VAX II	06/01/88	2,962.80 11.343.74
00800540401	HICHODERN MP800	06/22/88	57,065.00
00800540501	DEVELOPER CHAMBER SYS	09/01/88	682,004.00
00800540801	MANIA BARE BOARD	06/13/88 09/01/88	136,062.41
00800630801	X RAY MACHINE	06/01/88	25,323.55
00800630901	7854 TAR SCOPE	06/01/89	5,259.37
00800630902	ADD COST DEVELOP. ETCH STRIP L	06/01/89	730,447.17
00800632501	ETCHER MACHINE	04/01/79	132,547.71
00800632502	ETCHER PACHINE	03/01/79	30,455.00
00800632504	ADD COST	07/01/80	2,174.15
00800632601	MP 900	 06/01/89	8,921.10
00800632901	RISTON PC 130 PRINTER	06/01/89	50,249.00
00800632902	INTEGRATOR RET.KIT	03/01/89	1,677.00 1,229.00
00800647101	TI855 SERIAL PRITER	06/13/88	21,300.00
00800647201	NISSAN LIFT TRUCK	06/13/88	25,220.00
00800647301	rinse/dry system	06/13/88 10/01/88	189,600.00
00800647401	COMPLEX STS	08/01/88	46,047.56
00800647501	FINAL P/H MONIT SYST	10/01/88	182,889.00
00800647701	NOS COMPLEX SYST. ELECT/CU TREMI SYST	06/01/88	13,746.00
00800647801	PERCENCE TREAT SYT.	06/01/88	308,824.36
00800547901	LIQUID SAMPLER	06/01/88	2,835.00
00800648201	SPACE SAVER FILE SYST	06/01/88	2,277.00
00800649801	SOLATRON ACCUVOLT LIN	01/01/89	6,985.59
00800649901	ACCUPAB	01/01/89	6,740.00
00800683001	FILTER CAMBER (2)	02/01/91	4,365.54 11,375.00
00800683101	WLDER PUMP(5)	02/01/91	3,735.92
00800683201	AIR DRYER/CO2 REMOVER	02/01/91	32,400.55
00800683397		02/01/91 09/01/90	3,723.00
00800711001		03/01/91	3,900.00
00800711203		05/01/85	7,654.00
00800713401		05/01/85	7,654.00
00800713501		02/01/92	165,938.35
00800713701 0080071370?		02/01/92	6,767.00
00800713703	DEDM	02/01/92	9,476.90
00800713704		02/01/92	3,731.92
00800713801		02/01/92	21,468.95
00800716101		02/01/92	1,567.50 12,020.00
00800716601		02/01/92	18,826.00
00800716901		02/01/92 08/01/92	1.540.00
00800732402	-	08/01/92	10,386.00
00800732403		08/01/92	84,315.00
00800732701	 	08/01/92	2,975.00
00800732801		08/01/92	40,000.00
00800733001		08/01/92	930.00
00800733002		08/01/92	4,920.00
00800733003		08/01/92	40,000.00
00800733101	MILES AND DESCRIPTION OF THE PERSON OF THE P	• •	

CARIBREAN OPERATIONS MANUFACTURING PMB FIXED ASSETS LISTING PMB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

-FYAST_BO	PEAST_DECEPH	ACOMITTE	CHICKL_COST
		08/01/92	930.00
-00800733102	ADD COST EXPOSURE	08/01/92	4,920.00
00800733103	PLATE CLEARER THAT	08/01/92	2,844.00
00800733201	LAB FURKIYURE	08/01/92	25,174:39
00800733401	COPPE STORME BOOK	08/01/92	4,470.00
00800734201	DEC MONITORING STATION	08//92	2,903.22
00800734301	PC 130 WITH INTER	09/01/88	44,000.00
00800819201	U.V MORITOR VACREL	09/01/88	1,200.00
00800819301	TEP. COMMOLIER.	09/01/88	1,222.00
00800819601	RECEODERS	09/01/88	8,877.75
00800819602	ADD COST	06/01/89	1,111.90
00800819701	ECOMET IV	09/01/88	12,889.00
20800819801	MECH. OVER	09/01/88	1,697.00
00800820401	DEPARE ME SIST	10/01/88	8,600.00
00800821001	EAST CAD MORESTATION	09/01/88	71,982.87
00800821101	FUNE MOOD 70"	09/01/88	3,240.00
00800821201	THE COATING THECHESS	09/01/88	44,931.00
00800821202	UNIT MR-300 W/D FET	01/01/89	9,364.00
00800821204	UPGRADE	08/01/92	4,795.00
00800821301	BLUE SCHUBBER	09/01/88	52,315.20
00800821401	SHELF OVER "	09/01/88	9,911.60
00800821501	SHELF OVER	09/01/88	9,907.72
_ 00800821601	REPLEXISION FLOW SEES	09/01/88	6,180.00
_00800821701	WORLSTATION .	09/01/88	1,700.00
00800827401	VACREL U.V MOSITOR	06/01/89	10,100.45
00800827501	ROUTER POB SAMPLER	-06/01/89	3,600.00
00800827601	DUCKET RELT SURF.	06/01/89	5.146.01
00800827701	HIPOT TESTER	06/01/89 06/01/89	1,900.00
00800827801	LETTERING STS.	01/01/89	4,410.00
00800833901	HYDRAULIC PRESS ROPER	01/01/89	18,481.23
00800838401	PVC 303-1 SCRUBBER	01/01/89	18,481.23
00800838501	PVC 303-5 SCHURBER	01/01/89	19,442.78
00800838601	SCRUBBER FREE INST.SCRUBBER/AINCEPE	02/01/89	7,474.00
00800838602	SCHUBBER FOR	01/01/89	- 18,531.23
00800838701	HYDRAULIC FRESS ROPER		4,410.00
00800839001	SOLATRON ACCUVOLT	03/01/89	6,197.37
00800839203	ORBOT PC-1132	02/01/89	498,023.54
00800846002	ADD COST	03/01/90	15,466.11
00800863901	SPORC FEEDER	03/01/91	13,055.00
00800864001	WELDING HACKING	11/01/90	10,570.00
00800864101	WILDING PACKETER	11/01/90	10,570.00
06111400801	PROTO PACTITIES	01/01/81	158,192.90
09902112501	I/L PROTO LAS MUNIC D	01/01/79	3,875.60
09902126201	COULD RECEIPED	03/01/78	7,325.24
09902443201	RISTON PC PRINTER 130	02/01/79	20,800.00
09902443202	PC'S FROG. INTEGRATOR	08/01/88	4,962.00
09903803401	GOLD PLATE NACHTEE	01/01/81	228,481.80
09903803402	PURP ZEP	01/01/89	30,716.00
09903810701	HARK IVE DRILL HACKIN	07/01/81	141,963.35 142,228.46
09903811001	HEAR IN LALLY MYCHIEF	07/01/81	139,844.06
09903877001	MARK IV 67 .	06/01/81	2,255.13
09903894601	TEST HEAD 50-19723	06/01/81	43,319.88
09911455101	MACHINE SHOP UPGRAPE	03/01/80	18,015.50
16500113701	·	02/01/02	287,802.00
19111116401	CLÉE ROOK LATOUT	07/01/82	
المعروب	in the second se		14. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		40 mt mt	11,772.20
00800010702	.RESTRIAND COST	03/01/91	48,749.43
00800104803		10/01/89	40,/72.73

 00800010702 .RESIM/ADD COST
 03/01/91
 11,772.20

 00800104803 ADD COST
 10/01/89
 48,749.43

 00800104804 ADD COST
 12/01/89
 _9,720.55

CARIBBEAN OPERATIONS MANUFACTURING PHS FIXED ASSETS LISTING PMS OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

		A COURT FOR	· CRICKEL COST
FXAST_NO	FXAST_DSCRPN	ACOSH_DT	-
00800125902	ADD COST	12/01/89	6,828.00
00800237702	ADD COST	10/01/89-	48,749.44
00800237703	ADD COST	12/01/89	9,720.56
00800237602	ADD COST	10/01/89	48;749.43
00800237803	_ADD COST	12/01/89	9,720.55 48,749.43
00800237902	ADD COST	10/01/8	9,720.55
00800237903	ADD COST	12/01/89 10/01/89	163,307.80
00800242503	MERCER UPGRADE	01/01/90	7,945.00
00800242504	EPOXY LINING	09/01/92	8,821.25
00800275002	ADD COST	10/01/89	48,749.43
00800275003	ADD COST	12/01/89	9,720.55
20800288702	PROGRAMMABLE BASIC MODULE	09/01/92	1,700.00
00800343003	VACUUM FRAMES	05/01/91	4,750.00
00800351502	RETROFIT	05/01/91	20,000.00
00800374804	S/T ANGULAR	02/01/92	5,022.23
00800413802	S/S BASKETS & FRAME	06/01/91	10,706.85 1,924.90
00800431102	ADD COST	01/01/90 10/01/89	33,313.05
00800431601	ACCULINE	10/01/89	33,313.05
00800431701	OPTI LINE PUNCHER	06/01/90÷	14,784.00
00800540802	ADD COST HANIA SPARE PARTS	03/01/91	8,844.00
00800540804	DATA CONVERSION	02/01/92	2,584.26
00800630802	PC-2 UPGRADE	10/01/89	42,496.92
00800647402	ADD COST	12/01/89	1,666.66
00800547403	ADD COST	03/01/91	38,836.97
00800647404	ADD COST	03/01/ <u>91</u>	3,811.90
00800647502	ADD COST	12/01/89	1,666.68
00800647503	ADD COST	03/01/91	10,900.77
00800647902	DEV/STRIP UPGRADE	10/01/89	61,901.94 1,666.66
00800647903	ADD COST	12/01/89	5,752.00
00800650001	DYNAMIC RUNOUT SIST	12/01/89 10/01/89	33,313.06
00800650201	ACCULINE AUTOM. PUNCHER	10/01/89	28,097.50
00800653501	LAY-UP STATION FUNC HOOD	06/01/90	5,000.00
00800683901	MOD-IX RECYCLING SYST	03/01/91	32,036.95
00800695801	TRENCHER (ADD COST)	03/01/92	8,098.20
00800711104	FLC NEW PROGR	. 02/01/92	5,270.00
00800711204	S/T BASKETS	09/01/91	10,725.00
00800711205	S/T SOFTWARE	02/01/92	3,500.00
00800711206	SEMSTONE	08/01/92	5,000.00
00800711207	THO STATION TANK	08/01/92	7,740.00 1,492.00
00800711208	SEM-CRETE	08/01/92	494,498.45
00806711331	VACURE LAN PRESS SIST	08/01/91 02/01/92	235.00
00800711302	PIPE COVER	02/01/92	6,418.26
00800711303	BOARDS & PUMPS NIKON MICROSCOPE	04/01/91	10,064.00
00800711601	EPC TRACING SYST	05/01/91	63,367.50
00800711701	ADD COST	08/01/91	2,200.00
00800711801	PYRGER REPAIR	05/01/91	5,925.00
00800711901	GRIEVE OVEN	06/01/91	12,372.00
00800711902	UV SPOT CURING SYST	06/01/91	1,635.08
00800712001	UNLOADER DEBURRELAST	03/01/92	10,950.00
00800712101	Linier DEDUREDIAST	03/01/92	9,900.00
00800712201	RECEIVER	03/01/92	11,142.00
00800712202	RECEIVER	03/01/92	10,950.00 1,677.50
00800712301	TRANSPORT CART 75 DEGREE	03/01/92	1,677.50
00800712401	TRANSPORT CART 75 DEGREE	03/01/92 09/01/91	1,800.00
00800712501	DRILL AREA CART	09/01/91	2,475.00
00800712601	PASS THRU (75)CRBOT PASS THRU(75) 63"X55"	09/01/91	3,250.00
00800712701	PASS THRU CON EVERTAS	09/01/91	2,340.00
00800712801 00800712901	TABLILLERO CHEM CLEAN	09/01/91	1,156.00
00800712901	24E PROCESSOR	-06/01/91	24,577.00
20000 123002			

CARIBBEAN OPERATIONS MANUFACTURING PMB FIXED ASSETS LISTING PMB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

	FXAST DSCRPN	ACOSH DT	CRICKL COST
TXAST_NO			
00800713101	AUTO COMMAND REPL SYS	06/01/91	9,400.00 1,030.00
00800713201	PASS THEU 24"X24"X36	09/01/91 09/01/91	67,940.50
00800713301	ORIC CONT REPOVAL	09/01/91	1,595.20
00800713302	HEAT PACHAGE -	02/01/92	1,207.80
00800713303	OPTION KIT POLYPRO TREAT	02/01/92	1,750 💢
008007_3601	SALT TANK MIXER	03/01/91	4,103.00
00800714001 00800714101	MIXER (4) SPARES	03/01/91	13,752.00
00800714201	BATH MIXER SPARE	03/01/91	3,680.00
00800714701	VALVUE BODY TAYLOR	03/01/91	1,862.40
00800714702	ADD COST	03/01/91	1,942.00
00800715201	LASER SCANNER	03/01/91	1,579.42
00800715301	LASER SCARRER	03/01/91	1,579.42 1,579.42
00800715401	LASER SCANNER	03/01/91	1,579.42
00800715501	LASER SCANNER	03/01/91 03/01/91	1,579.42
00800715601	LASER SCANNINER	02/01/92	4,233.00
00800716001	EPA FILTERS	02/01/92	1,660.00
00800716201	2 - A/C	02/01/92	11,045.00
00800716301	CU HI-POT TESTER	03/01/92	2,995.00
00800716401	EPA FILTERS	02/01/92	11,590.00
00800716701	GEN 11 BATH	03/01/92	18,050.00 -
00800716801	CCTV SYSTEM	03/01/92	2,393.00
00800717901	CREOT SYS	02/01/92	255,000.00
00800718201	LASER SCANNER	03/01/91	1,579.42
00800718301	LASER SCANNER	03/01/91	1,579.42 1,579.42
00800718401	LASER SCANNER	03/01/91	1,579.42
00800718801	LASER SCANNER	03/01/91	1,579.42
00800718901	LASER SCAMMER	03/01/91 03/01/91	1,579.42
00800719301	LASER SCANNER	03/01/91	1,579.42
00800720001	LASER SCANNER	03/01/91	1,579.42
00800720101	LASER SCANNER LASER SCANNER	03/01/91	1,579.42
00800720201 00800720301	LASER SCANNER	03/01/91	1,579.42
00800720401	LASER SCANNER	03/01/91	1,579.42
00800720501	LASER SCAENER	03/01/91	1,579.42
00800720601	LASER SCANNER	03/01/91	1,579.42
00800720701	LASER SCANNER	03/01/91	1,579.42
00800721001	LASER SCANNER	03/01/91	1,579.42 1,579.42
00800721101	LASER SCANNER	03/01/91	1,579.42
00800721601	LASER SCANNER	03/01/91 03/01/91	1.579.42
00800722001	LASER SCANNEL	03/01/91	1,579.42
00800722101	LASER SCATTIER	03/01/91	1,579:42
00800722301	LASER SCANNER SOLID PINES	05/01/91	4,980.00
00800723403	FINGER LIFTER	01/01/91	23,633.00
00800725301	OPTEK INST	02/01/92	54,643.70
00800725802		08/01/92	1,800.00
00800725901		02/01/92	12,150.00
00800731101	ie Groener	03/01/92	3,355.00
00800731201	MI CROMETER	03/01/92	3,355.00
00800731301		03/01/92	308,577.93 5,612.64
00800731601		03/01/92	248.85
00800731791		03/01/92 02/01/92	1,146.20
00800732001		03/01/92	11,600.00
00800732101		03/01/92	2,305.00
00800732201		03/01/92	8,780.00
00800732301		08/01/92	11,015.00
00800732601 00800733301			3,500.00
00800733501		08/01/92	2,840.00
00800733601		08/01/92	1,400.00
00800733701		08/01/92	3,900.00
00800733801		08/01/92	2,221.00

PAR OFERATIONS - ALL ACCOUNTS FOR COST CLEATER 429 AND 417 AS OCTOBER 1, 1992

,		ACOSN_DT	CRICKE COST
TAST_NO	TUST_ISCRUM	24.01.07	2,221.00
	EXEAUST BLOKES	08/01/92 08/01/92	11.015.00
00800733901	WITTER PROCESOR	08/01/92	1,300.00
00800734001		08/01/92	4,316.00
00800734101	A SOUTH CONTRACT OF THE PARTY O	09/01/32	1,800.00 75,941.50
00800734461	WATER TO INCIDENT	09/01/32	4,900.00
00800735291		09/01/92	36,333.34
308007333304	ATTENDED TO SOM	12/01/89	20,166.66
00200801001	FIRST STRIPPER	01/01/90	291,469.82
00200801002	AND COST UNICOTE CONVEYOR	10/01/89	7,897.05
00200809801	Apricorts and	12/01/89	8.043.25
00200209807	ADD COM-	01/01/30	1,924.90
0080080980		01/01/90	1,924.90
0080081970		05/01/91	8,542.10
0080081980		01/01/90	1,924.93
0080082120	·	01/01/30	1,924.90
0080082340	and COST	10/01/89	28,097.50 103,998.14
0080082760 0080082990	TAY-TO STATION	10/01/89	11,007.57
0080083070	1 DETLING MACKINE	12/01/89	169,426.25
0080083070	2 720 0031	01/01/90	11,215.50
	3 YDD 6031	03/01/90	2,489:81
0020083076		09/01/90	103,998.15
		10/01/89	11.007.57
002008308	01.	12/01/89	169.426.25
008008308	02 100.000	01/01/90	11.235.50
002005398	03 Man crass	03/01/90	2.489.81
008008308	04 ADD COST 05 MAINTENANCE EQUIP.	09/01/90 10/01/89	103,998.15
008008308	A40 6977 E	12/01/89	11,007.59
008008305		01/01/90	169,426.27
008008309		03/01/90	11,235.50
00800830	10 COST	09/01/90	2,489.80 38,520.00
00800830	AND THE PERSON NAMED IN COLUMN 1	02/01/91	594.00
00800846	COL EDC PLASIN TRACING	09/01/91	21,150.00
00800860		10/01/89	150,286.22
00800860		10/01/89	22,365.35
00800860	AND THE LPPAN	10/01/89	54.510.00
00800860	0601 MIXING STATION	10/01/89	£2.105.23
0080086	1001 KYLC CHILDER	12/01/89	46.822.00
0080086	2001 POST CIEDA	12/01/89	74,885.00
0080086	TELN CIRCULA	12/01/89 12/01/89	371.415.00
0080086	THE PARTY OF THE P	10/01/89	42,264.20
0080086	300 MITALIAN	10/01/89	4,302.47
0080086		10/01/89	4,302.47 2,000.00
0080086	AND TO TRANSPORT TO THE	12/01/90	41,950.00
0050086		12/01/90	14,775.00
008008	CASO1 CHILLER	12/01/90	4,000.00
008008	64601 A/C SYSTEM	03/01/91	411.25
202008	CACAR AND COST	09/01/91	7.859.25
008008	CACON A/C ENGAGE	03/01/91	4.500.00
008008	FARMS STORY TO BE AND A STORY	03/01/91	40.299.11
008008	649UL TEATER PE	10/01/39	2.356.00
00800	165401 SPECTREFELIA	08/01/90	1.129.30
008001	165402 ADD COST	12/01/90	118,517.43
00899	feilbi ban eine	10/01/89 12/01/89	26.317.58
00800		03/01/91	10,794.00
00800		03/01/91	12,710.00
00800		08/01/91	36,800.00
00800	- AAAA WATTULLUITUMAA	40,00,00	
08800	861002 65 2100 2002 15		

CARIBBEAN OPERATIONS MANUFACTURING PWB PIXED ASSETS LISTING WB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

arair 5th		•
27.5	*ACQSN_DT	ONLIGHT_COST
000071001		40, 634, 63
000563460	05/01/80	49,624.92 10,101.00
	12/01/79 10/01/79	1.623.00
	10/01/79	1,823.63
000075776	10/01/79	2,346.07
0000	11/01/79	10,897.59
	11/01/79	11,755.00
00006/84	11/01/79	18,058.06 12,600.00
008000	12/01/77 06/01/81	4.446.19
008000 Mg Market Market	04/01/82	38,055.00
0080623	07/01/82	8,787.66
00800	06/01/83	3,900.00
00800/14	09/01/83	8,297.00
00809 AND SUPPLY	09/01/83	2,060.00
00800	09/01/83	1,116.57 1,617.50
008003	12/01/83 09/01/84	5,000.00
00800%	05/01/85	2,300.00
00800	12/01/84	111,532.82
0080020	06/13/88	11,287.50
008000	12/01/84	1,187.85
00806	12/01/84	4,498.00
00800	05/01/85	18,679.14
00800	05/01/85	14,580.00 1,317.00
0080528	~05/01/85 10/01/85	61,664.14
00805	10/01/85	12,125.00
008009	10/01/85	2,028.25
00800	06/01/86	3,760.00
00800	06/01/86	1,995.00
008003	10/01/86	15,030.00
00800	01/01/84	12,298.00 1,375.00
00800	04/01/84 11/01/83	9,058.50
0080	- 12/01/ 86	12,502.05
00800	12/01/86	15,980.00
00808	12/01/86	12,502.05
008012	12/01/86	2,600.00
00808	12/01/86	9,096.00
00800	12/01/86	982.12 1,774.00
00802	03/01/87 03/01/87	1,774.00
00800	03/01/87	21,709.30
00805	02/01/85	1,450.00
00800	03/01/90	8,115.60
00800	11/01/79	11,755.00
20300	05/01/87	5,267.20
0080	05/01/87	8,450.00 995.00
0080	05/01/87 02/01/84	1.694.00
00808	12/01/82	5,763.10
00800	02/01/82	37,634.65
00808	05/01/81	11,905.69
00808	02/01/85	11,617.80
00802	62/01/82	14,608.00
00800	06/01/85	2,219.50
00800	66/01/85	2,219.50 19,197.40
00800	67/01/82 11/01/81	6,853.58
00800	11/01/82	3,434.25
008004	12/01/83	4,750.00
	67/01/83	5,668.10
MOSTIL	93/01/90	4,998.71
10/02/32		

CARIBBEAN OPERATIONS WANUFACTURING PMB FIXED ASSETS LISTING PMB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

	and have the COLDS	ACDSN DT	ORIGHL-COST-
FEAST_NO	PXAST_DECRIFI		51,870.69
00800439201	AC UNIT B-15	03/01/84	302,588.39
00800454801	WASTE TREATMENT TANKS	12/01/79	4,601.29
00800458001	HOLDING TANK	12/01/78 04/01/80	2,193.64
90800455101	FAP TANK	04/01/80 -	2,193.64
00800458201	PRP TANK	01/01/89	6,880.41
00800458202	UPGHADE TALK	04/01/80	2,193.64
00800458301	PRP TANK	01/01/89	6,880.44
00800458302	UPGRADE TANK	04/01/80	2,193.64
00800458401	FRP TAKK	01/01/89	6,880.41
00800458402	PRP TANK PRP TANK	04/01/80	2,193.63
00800458501 00800458502	UDGRADE TANK	01/01/89	11,281.85
00800458601	FRP TANK	04/01/80	2,193.63
00800458602	UDGRADE TANK	01/01/89	11,281.86
00800458701	FRP TANK	04/01/80	2,193.64
00800458702	UDGRADE TANK	01/01/89	11,281.85
00800461601	MAGNA TRA WELDER	11/01/77	3,634.45
00800469401	AC UNIT A-23	11/01/81	7,578.80
00800470501	WL-15	04/01/83	1,090.45
00800470503	ADD COST	03/01/90	4,998.71
00800482901	STATIC ALIM.CARTS	17/23/87	2,140.00
00800483001	STATIC ALIM. CARTS.	12/23/87	2,140.00
P0800483201	IL390 CURING RADICHET	12/23/87	1,158.00
00800483301	IL390 CURING RADIOMET	12/23/87	1,158.00
00800484001	PLEXIGLASS DOORS	03/01/85	1,830.00
00800517801	racks chemical s/R	09/01/84	3,687.60
00800517901	BATTERY CHARGER	08/01/84	1,153.82
00800518001	ELECTRIC PALLET TRUCK	08/01/84	5,489.20
00800561301	STEAM CONSUMPTION MON	08/01/81	6,305.32 4,950.75
00800632101	AIR CONDITIONING UNIT	08/01/88	_ 4,950.75
00800632201	AIR CONDITIONING UNIT	08/01/88	10,375.00
00800633101	CYCLO FILTER	02/01/90	11,600.00
00800648901	25 TON CARRIER	02/01/90	2,490.00
00800650501	PRESSURE WASHER	12/01/89 12/01/89	9,375.69
00800650601	CHEMICAL CONTROL EQUI	03/01/90	14,536.25
00800650502	APD COST	12/01/89	1,140.75
00800650701	METER OXIGEN BATH	03/01/90	2,314.17
00800651701	BALANCE SARTORIOUS CYCLO FILITER RESIST SEPARATOR	02/01/92	39,803.64
00800687001	MULTIPOINT RECORDER	01/01/90	5,397.25
00800700601	ADD COST	08/01/90	3,088.50
00800700602	CHYSTALLIZER	01/01/90-	43,500.00
00800700701	COPPER CRISTALLYZER	01/01/90	17;555.00
00800701501	INFRARED DEXTED SIST	01/01/90	10,700.00
00800701601	DIAZO DEVELOPER	01/01/90	3,800.00
00800701701	SCRUBBER	01/01/90	7,252.73
00800704001	STAINLESSTEEL SINK	03/01/90	1,786.12
00800704001	LIEBERT A/C	03/01/90	10,560.00
00800704201		03/01/90	2,162.00
00800704201	FOR FILM CLEANER	03/01/90	4,470.00
00800711101		09/01/90	45,606.00
00800711102		12/01/90	5,392.74
00800711103		02/01/91	42,852.05
00800711201		09/01/90	75,586.36
00800711202	PARTIAL PAYMENT	12/01/90	5,392.74
00800711501	16 MAT'S HAND BOXES	03/01/91	5,426.00
00800714601		03/01/91	1,447.50
00800714804	VT340	03/01/91	778.50
00800723001	rectangular solder pot	06/01/90	2,021.00 5,098.00
00800723101		06/01/90	13,040.00
00800723201		06/01/90	78,500.00
00800723301		06/01/90	16,469.52
00800723302		02/01/91	5,800.00
00800723303	ADL COST	-03/01/91	3,000.00
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CAPIESTAN OPERATIONS MANUFACTURING PICE ASSETS LISTING PICE OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

		ACOSH DT	CONTRACT CORE
LEYZI MO	TEAST_DECRETE		86,400.00
00800723401	BASE BOARD ANALIZER	06/01/90	206.231.00
00800723402	BARE BOARD/ADD COST	09/01/90 06/01/90	20,425.45
00800723501	CHBCT-VICS-3	09/01/30	50,000.00
00800723502	AMD.COST	06/01/90	20,425.44
00800723561	AND COST	09/01/90	50,000.00
00800723602	MAK IV TAFE MASTER	05/01/90	15,877.25
00800723801	FIRST REPAIR	06/01/90	6,254.00 11,915.00
00800799901	ACT I SIST	12/01/89	3,438.00
00800799101	CONTROLLER	12/01/89 12/01/89	16,547.20
00800799201	PRES 90 COMP. UNIT	12/01/89	5,200.00
00800799301	DEVELOPER	12/01/89	2,060.00
00800799401	ELECTRORIC ELECT CHESCUT FILMER SYSTEM	12/01/89	11,950.52
00800799501	COLOR COMPOSITION	12/01/89	1,975.00
00800800701	COLOR CONTROLLER	12/01/89	1,975.00 11,915.00
00800800801	ACT I SYST	12/01/89	6,230.12
00800801201	SCHOOLS.	12/01/89 01/01/90	3.875.68
00800801202	AND COST	12/01/89	6,230.13
00800801301	SCHUBBER	01/01/90	3,875.66
00800801302	And Cost	12/01/89	45;463.00
00800801401		01/01/90	3,875.68
00800801402	AND COST	82/01/91	3,613.30
00800801403	FUEZ SCHUBBER	12/01/09	17,786.95 17,786.95
00800801901	FURE SCHURBER	12/01/89	24,450.00
00800819901	LIFT TRUCK	09/01/88	901.43
00800820201	AUTO DATA LOGGER	10/01/88 10/01/88	2,800.00
00800820501	BACK	10/01/88	1,079.80
00800820601	CTATE STEEL CASE THAT	12/01/88	10,818.92
00800823301		12/01/88	9,464.40
00800823401		06/01/89	18,081.49
90800859701		12/01/89	52,386.01 14, 212 .00
00800860201		03/01/90	7,250.00
00800861201		01/01/30	3,905.00
00800861207	AND COST	08/01/90 01/01/90	6,840.00
00800861501	EXTERNATION 220V	01/01/30	21,020.00
00800861601		10/01/89	26,599.25
0080086680		02/01/90	26,372.00
0080086960	·	03/01/31	11,369.82 1,150.00
00800869603 00811246703		06/01/85	1,150.00
0087.724680	HEATER CLEAN ROOM	06/01/25	73,026.00
008114550	INTELLACE PARTERIA FLA	09/01/82 03/01/85	10,529.24
0320015890	1 BOILER 152 OVERBAIL	05/01/81	1,450.50
0610039810	1 CARLET	04/01/81	1,868.73
0990382900		08/01/81	5,765.41
1250009550		05/01/81	14,217.70
1260009540		10/01/82	16,060.15
2230012177	2 Control of the Cont		
	grant 1 ATT.		
		08/01/77	113.77
	1 4 DEDUCES FILE	08/01/83	142.93
0000055040		06/01/84	120.00
0000071390		12/01/81	142.93
000030#830		06/01/84	120.00 144.63
0000388030		12/01/84	226.53
0040020740		12/01/84	337.03
004002086	1 DESK	12/01/84	182.00
008000702		02/01/83	
22222			
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CARIBBEAN OFFERATIONS MANUFACTURING PWB FINED ASSETS LISTING PWB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

••		AS OCTOBER 1, 1992		
FXAST_RO	TEAST_DSCRPN	ACOSN_DT	CATCUT CO21	
		03/01/83	340.45	
00800082001	D. P. DESK CHAIR LAB	04/01/83	88.59	
00800089101	GEATE LAB	04/01/83	88.59 88.59	
00800089301	CHAIR LAB	04/01/13	81.59	
00805089401	CHAIR LAB	04/01/83 04/01/83	88.59	
00800089501	CEATE LAB	04/01/83	88.59	
00800085601	CHAIR LAB	. 64/01/83	88.59	
008000990001	CHAIR EAS	04/01/83	88.59	
00800090101	CHAIR LAB	04/01/83	88.59 458.0 0	
00800092201	TOCHE CHYL	05/01/83 09/01/83	289.00	
00800125501		10/01/83	800.00	
00800144101	STORAGE CABINET	10/01/83	800.00	
00800144201	STORAGE CABINET	10/01/83	600.00	
00800167301	CEATR SIDE (BROWN)	03/01/84	91.80 91.80	
00800167401	CEATE SIDE (BROWN)	03/01/84 03/01/84	91.80	
00800167501	CHAIR SIDE (BROWN)	04/01/84	98.43	
00800171901	CHAIR SIDE CHAIR CLEAN ROOM	01/01/85	159.11	
00800208601	CHAIR CLEAR ROOM	01/01/85	159.11	
00800208801	CEATR CLEAN ROOM	01/01/85	159.11 159.11	
00800209001	CENTR CLEME BOOM	01/01/85	159.11	
00800209101	CEATE CLEAR ROOK	01/01/85 01/01/85	157.22	
00800209201	CEATE CLEAR BOOK	01/01/85	157.22	
00800209301	CEAIR CLEAR ROOM	10/01/85	152.90	
00800280301	OWIR SECRETARIAL	-10/01/85	152.90	
00800280501	CHAIR SECRETARIAL	10/01/85	152.90 152.90	
00800280701	CEAIR SECRETARIAL	10/01/85	152.90	
00800280801	CHAIR SECRETARIAL	10/01/85 06/01/86	364.10	
00800306401		06/01/86	132.00	
00200306501		06/01/86	364.10	
00800306801	DESK TOP ORGANIZER	06/01/86	264.00 364.10	
00800306901		06/01/86	364.10	
00800307001		06/01/86 06/01/86	364.10	
00800307101		06/01/86	364.10	
00800307231		06/01/86	364.10	
00800307501		06/01/86	364.10	
00800402201		09/01/81	800.00 187.00	
00800457101		10/01/85	88.59	
008004#4401		04/01/83 04/01/83	88.59	
00800484501		12/01/84	84.45	
00800485503		10/01/83	800.00	
00800488601		10/01/85	152.90	
00800540601		06/13/88	1,200.00 1,800.00	
00800540703	LIGHT WORK TABLE	06/13/88 06/13/88	1,963.00	
00800540901		02/01/89	52,195.00	
0080063280		03/01/89	5,375.09	
0080063280		06/01/89	6,172.50	
0080064700	CABINET TEX PIXTURE	06/13/88	1,700.00 8,500.00	
0080071450	W/TREATMENT CAMERA	03/01/91	91,477.17	
0150014040	منتحدة المتحددة	06/30/88 09/01/81	800.00	
0990361320	MARK 1 SCEA 30MI	09/01/81	800.00	
0990381330		09/01/81	800.00	
0990381340		05/01/81	3,780.00	
09903828200 LI 00		04/01/78	1.00	
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PWB FIXED ASSETS LISTING PWB OPERATIONS - ALL ACCOUNTS FOR COST CENTER 429 AND 417 AS OCTOBER 1, 1992

7XAST 180	FILST DECUM	ACOST_DT	CRICKE COST
		62/01/91	6,400.00
-00800683701	INTERCOM SYST W/T	42 /42/52	
, -			
* * **			
	DR/3000 SPECTROPHOTOGETTER	02/01/91	4,297.38
00800683401	SARTOUIS BALANCE	02/01/91	3,171.25
00800683501	SKIMADEU EQUIP	02/01/91	19,900.00
00800683601	and the second		
en e e	<u></u>		2.
. 1			•
	TEST BEAD 19738	04/01/78	1,936.47
00006294501	TEST HEAD 50-14932	05/01/83	1,470.26
00800099401	TEST HEAD 50-13838	09/01/83	1,566.02
00800130701	TEST READ 50-16122-C	09/01/84	2,202.36
00800191301	TEST HEAD 50-16192	02/01/85	2,201.36
00800214101	TEST HEAD 50-16127	03/01/85	2,202.36
00800215501	TEST HEAD 50-16124 - C	03/01/85	2,202.36
00800216101	TEST HEAD 18198-B	03/01/85	2,202.36
00800350001	DIES FOR PURCHER	12/01/86	6,062.50
00800350501	DIES FOR PURCEEL	12/01/86	6,062.50
00800350601	DIES FOR PUNCKER	12/01/86	6,062.50
- 09902456301	TEST HEAD 50-18232	06/01/78	1,621.00 1,701.58
09903800301	TEST HEAD 50-17768-H	07/01/80	1,681.31
09903800401	TEST HEAD 17444-D	-07/01/80	2,742.28
09903809501	TEST MEAD 50-17951	09/01/80	2,255.13
09903890301	TEST MEAD 50-17235	06/01/81	2,255.13
09903831101	TEST MEAD 50-16126-D	06/01/81	2,255.13
09903891201	TEST READ 50-16192	06/01/81	2,255.13
09903893601	TEST HEAD 50-19651	06/01/81	2,255.13
09903894401	TEST HEAD 50-18901	06/01/81	2,255.13
09903894701	TEST HEAD 50-19653	06/01/81 06/01/81	2,255.13
09903895201	TEST HEAD 50-16121	06/01/81	2,255.13
09903895301	TEST HEAD 50-18712		2.255.13
09903896901	TEST READ 50-18026	06/01/81	2.255.13
09903897001	TEST HEAD 50-17768 F	06/01/81	2,255.13
09903897501	TEST HEAD 50-14936	00/02/02	
		09/01/86	3.938.07
00800336801	PC 350-AA	05/01/87	6.035.00
80800387601		#3/4T/#1	

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PME FIXED ASSETS LISTING CAPITURIA EQUIPMENT AS OCTOBER 1, 1992

TIAST BO	TINST_DECRIFI	ACOSH_DT	COLUMN COST
		05/01/77	1,123.96
00006789601	MEAT SAN BIRCH	05/01/77	2,076.00
00006798801	WALL DISPLAY W/ SHELF	05/01/77	3,100.00
00006801101	SOILELDISE TABLE	05/01/77	9,567.00
00006801991	COMBINATION PRINCIPAL	05/01/77	2,000.00
00006603201	COLD TABLE		1,325.93
00000602300	THE THE MITTER NAMED	05/01/77	1,370.92
00006802501	OPEN BURNER BARGE W/S	05/01/77	2,185.09
00006803901	NOT FOOD CART	05/01/77	1,834.56
00006805501	REFRIGERATOR	05/01/77	1,570.00
00006805601	SELECTURALIZEDS.	05/01/77	
00006006601		05/01/77	2,436.00
00006806901		05/01/77	6,400.00
00006807001		05/01/77	1,683.00
00100277201		05/01/87	3,155.00
00100064201		12/01/82	3,798.00
		10/01/86	1,965.00
00800342301		05/01/77	1,336.33
00800411901		05/01/77	3,000.00
00800413401		07/01/85	10,000.00
00800415001		05/01/77	2,165.09
00800493801		05/01/77	1,500.00
00800494101		05/01/77	1,208.00
99800624601		08/01/90	2,745.00
00800703301	TAPES MESAS CAPETERIA	05/01/77	7,900.00
09902126001			2,500.00
09903733901	TATION FREEZER	06/01/80	2,55555

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CARIBBEAN OPERATIONS MARUPACTURING PMB FIRED ASSETS LISTING CAD/CAM EQUIPMENT AS OCTOBER 1, 1992

TUST TO	FIRST DECREE	ACOSM_DT	on our cost
7201	SICROVAX II PC 325 PC325	01/01/88 03/01/91 03/01/91 03/01/91	4,922.88 4,864.37 4,864.38 4,864.38

CARIBBEAN OPERATIONS MANUFACTURING PMB FIXED ASSETS LISTING LEASEHOLD IMPROVEMENTS - SAN GERMAN COMPLEX AS OCTOBER 1, 1992

FXAST_NO	FXAST_DSCRIM	ACOSN_DT	ORIGNI_COST
) W CACALIN CC	12/23/87	65,828.03
000LT003801 000LT004801	a/C System SG Photo Lab Room	06/01/88	4,820.00
004BI562901	PLANTA TRATAMIENTO SERV.2	02/01/92	79,813.23
00800586001	DIDUGE ROOF	02/01/82	21,500.00
00800580002	BLDG#2 BOOF	06/01/80	13,424.66 4,587. 7 °
008005233	BLDG#2 ROOF	02/01/82 12/01/81	63,498.00
00800580004	BLDG#2 ROOF	02/01/82	26,739.92
00800580005	BLDG#2 BOOF BCDG#2 BCOF	11/01/82	2,442.00
00800580006	BLIGGE REVAMP	06/01/81	445.81
00800580108	BLDG#2 REVAMP	06/01/81	2,974.25
00800580109	BLDG42 REVAMP	06/01/81	1,005.83
00800580115	BLDG#2 REVAMP	07/01/80	10,954.18
00800580116	BLDG# 2 REVAMP	12/01/80	30,698.00 10,415.36
00800580117	BLDG#2 REVAMP	10/01/80 03/01/83	104,787.00
00800580118	BLDG#2 REVAMP PCF	07/01/81	167,298.52
00800580307	BLDG#1 REMODELING BLDG#1 REMODELING	02/01/82	7,190.00
00800580308	BLDG#1 REMODELING	02/01/83	3,994.70
00800580309 00800580311	LOADING DOCK REMODELI	04/01/83	9,080.00
00800580314	BLDG#1 REMODELING	04/01/84	4,400.00
00800580315	BLDG#1 REMODELING	04/01/84	2,200.00
00800580316	BLOG&1 REPODELING	05/01/84	2,150.00 12.552.05
00800580320	BLDG41 REMODELING	11/01/86	52,891.93
00800580321	BLDG#1 REMODELING	11/01/86 11/01/86	254,943.59
00800580322	BLDG#1 REMODELING	04/01/87	113,827.33
00800580325	BLOGAL REMODELLING	03/01/83	63,130.26
00800580401	REVAMP PARK LOT B5 REVAMP PARK LOT B5	10/01/86	3,206.08
00800580402		04/01/84	950.00
00800580710	BLDG# 2 REMODELING	07/01/80	21,047.75
00800580712		03/01/81	13,555.49
00800580713		04/01/81	7,445.80
00800580714	BLDG#2 REMODELING	07/01/81	53,364.02 7,222.58
00800580715		05/01/81 11/01/81	10,801.00
00800580716		12/01/81	22,181.00
00800560719		02/01/82	15,157.59
00800580720		02/01/82	9,500.00
00800580725		10/01/82	178,247.51
00800580727		12/01/82	16,029.13
00800580730		06/01/83	4,450.00 73,752.37
00800580731		08/01/83	20,272.00
00800580752		07/01/83 10/01/83	5,505.83
00800580733		12/01/83	11,682.50
00800580734		10/01/83	1,921.00
00800580735		11/01/83	950.00
00800580737		01/01/84	21,756.30
00800580775		08/01/84	10,177.60
00800580742		10/01/85	346,025.18 348,987.28
00800580743		05/01/85	21.550.00
00800580744		05/01/85 10/01/85	77,400.00
0080055074		10/01/86	46,415.74
00800580746		11/01/86	10,993.00
00800580747		11/01/86	18,270.90
00800580749		12/01/86	54,713.39
0080058075		12/01/86	4,854.82
0080058075		12/01/86	8,700.00
0080058075		12/01/86	43,320.00 40,875.39
0080058075	BLDG#2 REMODELING	12/01/86	21,418.30
0080058075		12/01/86	3,500.00
0080058075	5 PLDG#2 REMODELING	12/01/86	-,
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CARIBBEAN OPERATIONS MANUFACTURING PWB FIXED ASSETS LISTING LEASEHOLD IMPROVEMENTS - SAN GERMAN COMPLEX AS OCTOBER 1, 1992

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		acosn dt	ORIGNL COST
PXAST_NO	LYY2I DECKIM	WOOSH_DI	
00800580756	BLDG#2 REMODELING	05/01/85	201,669.78
00800580757	BLDG#2 REMODELING	03/01/85	5,200.00 164.42
00800580801	BLIG#5 REPODELING	06/01/81 04/01/74	4,294,825.22
00800580802	BLDG45 REMODELING	05/01/82	4,283.55
00800580804	BLDG#5 REMODELING	04/01/82	5,126.50
00800580805 00800580806	BLDG#5 REMODELING	06/01/82	75,082.93
00800580807	BLDG#5 REMODELING	06/01/82	6,149.96
00800580810	SLDG#5 REPEDELING	04/01/83	2,400.00
00800580811	BLDG45 REMODELING	08/01/83	10,525.00 5,722.32
00800580812	BLDG45 REMODELING	10/01/83 09/01/83	15,440.76
00800580813	BLDG#5 REMODELING	03/01/84	7,600.00
00800580814	BLDG#5 REMODELING BLDG#5 REMODELING	12/01/84	136,427.78
00800580815	BLDG#5 REMODELING	06/01/85	24,821.97
00800580816 00800580818	BLDG#5 REMODELING	09/01/85	17,156.00
00800580819	BLDG#5 REMODELING	10/01/86	9,500.00
00800580820	BLDG#5 REMODELING	10/01/86	22,000.00
00800580821	BLDG45 REMODELING	10/01/86	30,068.12 5,499.60
00800580822	BLDG05 REMODELING	10/01/86 06/01/87	6,400.00
00800580823	BLDG45 RZ-DDELING	06/01/80	15,084.10
00800580824	BLDG#5 REMODELING IMPROV.BLDG#1,2,5	05/01/78	22,189.34
_ 00800581002 _ 00800581004	IMPROV.ELDG#1,2,5	03/01/81	9,165.72
00800581005	IMPROV. BLDG#2	07/01/81	12,720.00
00800581006	IMPROV. BLDG#2	-12/01/81	15,165.75
00800581008	IMPROV. BLDG#2	03/01/82	5,141.82
00800581009	IMPROV. BLD#1,2,5	06/01/82	24,400.00 14,800.00
00800581011	IMPROV. BLDG#1	10/01/82 07/01/83	6,700.00
00800581013	IMPROV.BLDG01,2	10/01/83	20,600.00
00800581014	IMPROV.BLDG#2 IMPROV.BLDG#6,5	10/01/83	15,780.00
00800581015 00800581016	IMPROV.ENV.BLD#2	11/01/83	5,000.00
00800581017	IMPROV.BLDG#5	02/01/84	6,945.50
00800581018	IMPROV.BLDG#5	03/01/84	5,175.00 5,200.00
00800581019	IMPROV.BLDG#1	- 	14,877.92
00800581025	IMPROV.BLDG#2	12/01/86 06/01/87	10,135.99
00800581026	IMPROV.BLDG#2	07/05/88	13,200.00
00800581027	IMPROV BLDG#1,2,5 UTILITIES REVAMP	01/01/82	4,336.46
00800581105 00800581302	SAFETY REVNIP	10/01/79	122,384.57
00800581302	SAFETY REVAMP	12/01/79	4,130.47
00800581304	SATITY EQUIP.	06/01/81	2,444.18
00800581305	SAFETY EQUIP.	12/01/82	4,907.70 4,709.00
00800581401	SECURITY IMPROVEMENT	05/01/83	4,581.00
00800581402	EMERGENCY CENTRAL SYS	06/01/83 06/01/78	36,119.00
00800581502	UTILITIES REVAMP	12/01/80	1,776.12
00800581503	UTILITIES REVAMP UTILITIES REVAMP BLDS	11/01/86	19,458.00
00800581507 00800581508		01/01/82	2,375.00
00800581601		08/01/81	24,860.00
00800581602		07/01/82	31,111.50
00800581603		06/01/83	87,132.00 41,374.11
00800581604	ELDG#1 ROOF	05/01/84	76.172.00
00800581605		06/01/84 02/01/92	76,149.73
00800686301		02/01/92	60,422.57
00800686401			29,287.02
00800686501 00800686601		02/01/92	497,500.00
00800686701		02/01/92	38,800.56
00800686801	.ION EXCHARGE	02/01/92	57,370.00
00800686901		02/01/92	47,500.00 _18,848.49
00800687401	KEM TUBE TANK	02/01/92	34,102.05
00800687601	COFERENCE ROOM	02/01/92	21,200.00

CARIBBEAN OPERATIONS NAMEDATURING FINE PILED ASSETS LISTING LEASURED INFROVENIES - SAN GENERAL CONFLEX AS OCTOBER 1, 1992

FEAST_NO	TILST_DECEPT	ACOMI DT	CHARL COST
		02/01/92	23,340.00
00800687701	B/R 186 CONSTRUCTION	02/01/92	41,699.00
00800687801	CONTRACT & STEEL CORST	02/01/92	18,452.00 17, 29 8.78
00800687981	COCILITY TOWN SPECIAL	02/01/92	13,056.91
00800695601	PTRE HOSE	62/01/32	3,300.00
00800695901	MEN'S MOTOR RESTROYS	03/01/92 05/01/92	11,435.94
00800696201	HETAL DECK MEATHER PROTECTOR	05/01/92	28,426.42
00800696301	SILET STYLLOWY.	09/01/92	1,950.00
00800696302	ADD COST	05/01/92	20,109.10
00800696481	PLANT IMPROVEMENT 65	08/01/92	5,494.52
00800696402	LISO PACILITIES	10/01/90	26,748.34
00801110101	AUTOMOTIC TELLER PACIFIE	11/01/90	11,167.44 6,585.22
00801110201 00811001701	FLOOR PROTECTION ESD	12/23/87	3,451.00
00811003701	DAYROLL OFFICES	12/23/87	180,460.83
00811306231	POMER/MER SIS UPGRADE	06/27/88	3,390.00
00811006401	SECURITY PERCE	06/27/88 01/01/89	122,144.44
00811007301	SOO SANITARY/DEATERGE	01/01/89	53,666.70
00811007401	EAZARDOUS W/STORAGE U	02/01/91	55,104.00
00811007402		03/01/91	4,500.00
00811007403		01/01/89	53,277.40
00813007501	THE PARTY AND TH	02/01/89	6,116.50
00811007901		10/01/09	29,952.00 54,867.74
00811008101		10/01/89	7,320.00
0081130820	AND COST	09/01/90	183,059.26
00822 00830	PCT/COMP OFFICES	10/01/ 19 02/01/90	80,989.98
008200830	POT/COMP OFFICES	09/01/90	13,859.00
0081100830	FCF/CORD OFFICES	10/01/89	8,634.00
0081700840		01/01/90	_ 1,436.25
0081700840		10/01/89	25,680.00
0081200860		01/01/90	163,803.50
008LI00860		08/01/90	1,320.00 7,994.00
0081100880		12/01/89	2,851.00
0087100580	2 ADD COST	12/01/90	9,405.16
00811100900	1 ERVIR. MIR. EQUIP.	02/01/30 12/09/30	370.00
0081100900	2 ADD COST	12/01/91	154,632.66
0081100930	1 EKERGY CENTER	06/01/90	50,000.00
0051100940		12/01/90	39,549.17
0081100940		09/01/90	15,325.00
0081100954	717	09/01/90	14.200.00 30,224.69
0081100960		03/01/92	34,155.70
0087700000	WILLIET MATER TOPING.	09/01/90	19,057.00
0081701000	THE PARTY THE PA	12/01/90	7,750.00
0081101000	NASTE WATER	01/01/91 02/01/91	28,705.00
008110100	4 WASTE WATER TREATMENT	02/01/91	1,965.20
008110100	5 ADD COST	01/01/91	8,000.00
008120125	IN ALTERNATION INCOME.	02/01/91	6,210.00
951772705		05/01/91	1,624.00
008110112	OI SEST BOOK SELVES	•	
•			
			23,371.76
000060938	01 GERGERATOR CAT DESA	06/01/81	2,500.00
008001295	O1 AIR DEYER EXALL 1120	08/01/83 03/01/81	24,802.58
008004148	OI VACUUM HACHTER	06/01/73	1,350.00
008004367	01 A/C UNIT 3-7	03/01/01	24,802.58
008004518		07/01/83	1,109.50
008005815		09/01/74	12,588.80 1,624.98
008005853		-04/01/81	1,049.30
008005883	IAP PODIESCE AND		

CARIBBEAN OPERATIONS MANUFACTURING FINE PIXED ASSETS LISTING LEASUROLD IMPROVEMENTS - SAN GERMAN COMPLEX AS OCTOBER 1, 1992

17357 NO	TOST_DECROE	ACOSH_DT	ONGT COST
	STAIRLESS STEEL TANK	08/01/88	25,044.06
00800815601	STAINLESSTELL SANK FU	08/01/88	25,044.07
00800815701	INSTALLETION DIESEL TANK	08/01/88	25,044.06
09903786201	GENERATOR DIAL CAT	08/01/73	55,477.00
83363,00200			
•			277
		03/01/31	6.700.00
004XI009401	MORE EXECUSE SEST	02/01/92	76,176.95
004ET562801	PLANTA TRATAMIENTO STEV.1	10/01/89	11,317.00
00800650101	ATLAS AIR CORP. CANTILLYER FORESTRICK SER LIFT	10/01/90	19,640.00
00800682001		02/01/91	982.00
00800682002	ADD COST/TRETOET ADD COST	02/01/92	4,960.46
00800687802	S/S EXEAUST STS	02/01/92	61,800.00
00800695101	ENION STS TEST	02/01/32	68,125.00
00800695201	CHILLE UNIT	02/01/32	37,397.20
00800695301	A/C DUCES	02/01/32	11,593.00
00800695701	AMBIENT AIR ANALYTER	02/01/92	60,626.99 30,640.78
00800696001	20	03/01/92	4,350.00
00800696601	COMPONENT ENG: LAB	98/01/92	18,400.00
00800696701	RELOCATION	08/01/32	7,008.11
00800696801	LICEUD LEVEL STREET	08/01/92 08/01/92	1,083.00
00800596901	MANEL BOOKED MENTIONALISM	08/01/92	13,000.00
00800696962	TREATABILITY TESTS	08/01/92	1,360.00
00800696903	CROUSE HINDS DAVELTSET	12/01/91	966.00
00800704502	MECHANICAL SINV COOLI BODINE B70A DERGENCI BALLAST	12/01/90	9,930.25
00800725001	SULLAIR AIR COMPRISOR	12/01/90	50,228.00
00800725101	ATR HANDLING CHILLED WATER	12/01/90	5,860.00
00800725201			
		08/01/76	5,500.00
00004352401	HAZH SHITCH 3-A	11/01/84	6,539.58
00400182701	ELECT. POWER DEN ANAL	08/01/85	5,965.00
00400235101	AIR DETEN D40 & FILTE ENDRAULIC RENDER #755	03/01/82	1,095.00
00800025701	HYDRAULIC BENER E915	03/01/82	2,090.00
00800025801		05/01/82	2,295.00
00800029201		08/01/82	37,335.63
00800057901		11/01/82	3,842.00
00800080001		03/01/83	2,940.00 8,044.38
00800203303		12/01/84	8,044.39
00800203401	MAYE SOLDER PURC	12/01/84	30,061.00
00800213301	PIRE ALARK STS PROTECT	05/01/85 09/01/85	108,892.08
00800269301	PLOTSORIC CHILLER	11/01/86	36,609.89
00800301901	POWER GER 3512	06/01/84	2,066.00
00800363501	AIR COMPRESOR	06/01/87	12,900.00
00800390301	PLOTTER BAT	10/01/82	1,804.00
00860436363	AT WIT 5-13	09/01/85	10,763.06
00800437903	AC UNIT 3-30	09/01/85	10,763.06
00800438001	AC UNIT 9-29	11/01/81	9,919.82
0080043840		04/01/87	18,336.00
00800433350		03/01/90	4,998.72
0080043860		06/01/90	4,069.00
0080043870		T 10/01/82	25,160.48

CARIBBEAN OPERATIONS MANUFACTURING PWB FIXED ASSETS LISTING LEASEHOLD IMPROVEMENTS - EAN GERMAN COMPLEX AS OCTOBER 1, 1992

	FIAST DSCRPN	ACOSH DT	ORIGNI COST
	- DSCGN		
00800438901	A/C UNIT B-18	04/01/84	2,000.00
00800439601	HEATER SYS MACHINE # E-17	03/01/85	8,000.00
00800459603	AIR DRYER ANGUSOLL	09/01/76	3,753.00
00800459901	aper or fice A/C	06/01/86	1,748.00
00800460701	RADIO THO MAY PORTABL	02/01/84	1,243.50
00800460801	PUMP WATER WELL	02/01/85	6,159.00 1,335.00
00800460901	SAFETY STATION	06/01/85	1,335.00
00800461001	SAFETY STATION	06/01/85 06/01/85	1,335.00
00800461101	SAPETY STATION	06/01/85	1,335.00
00800451201	SAFETY STATION	04/01/84	8,814.20
00800461301	SUMP PUMP REPLACEMENT	06/01/84	9,665.00
00800461701	A/CINIT A-24 BUFFER 20"	12/01/82	1,050.00
00800462501	A/C COMPRESOR	09/01/82	1,603.05
00800469001	A/C A8	07/05/88	2,219.50
00800469201	VACUUM PUMPS	03/01/84	14,049.43
00800470201	A/C UNIT A-16	09/01/85	10,763.06
00800470401	AC UNIT A-14	07/01/84	15,251.00
00800471001	A/C UNIT A-19	05/01/85	16,242.00
00800471101	TRANE AIR HANDLING UNI	06/01/86	20,334.10
00800471201	AC UNIT A-15	08/01/82	14,700.00
00800483401	AIR CURAIN(SHIPPING A	12/23/87	9,695.00
00800483501	AIR CURTAIN (SHIPPING	12/23/87	9,695.00
00800546601	POWER LIFT	07/01/84	1,179.95
00800548501	ELECTRICAL SUBSTATION	10/01/82	11,480.00
00800549501	WASTE TILT TRUCK # 1074	- 06/01/79	1,160.80
00800549701	ELECTRICAL SUBSTA PR6	06/01/85	11,030.00
00800550101	REMOTE POWER CONTROL	12/01/81	13,954.03 2.856.56
00800550201	COMPRESSOR FOR AIR CO	12/01/80	107,237.72
00800553801	CHILLER D17DH78	12/01/91	12,222.50
00800553802	ADD COST	12/01/91 12/01/91	8,200.00
00800553803	ADD COST	12/01/91	107,234.80
00800553901	CHILLER D17DH78	12/01/91	12,722.50
00800553902	ADD COST AIR LIFT MOD 3020	06/01/84	5,890.00
00800561001	BREAKASTER FUSED	08/01/76	5,500.00
00800562001	SWITCHBOARD FOR GENER	06/01/81	72,149.00
00800580101	BLDG#2 REVAMP	02/01/80	3,974.20
00800580104	BLDG#2 REVAMP	10/01/79	1,233.23
00800580106	BLDG#2 REVAMP	11/01/80	2,185.80
00800581001	INPROV.PARK LOT BLAZ	10/01/82	7,750.00
00800581101	UTILITIES REVAMP	09/01/82	342,544.33
00800581102	UTILITY REVAMP	02/01/82	1,749.15
00800581103	UTILITY REVAMP	01/01/81	2,415.00
00800581104	UTILITIES REVAMP	12/01/81	13,954.03
00800586001	CONCRETE MIXER	03/01/81	2,350.00
00800586301	A/C COMPRESSOR	09/01/82	1,603.05
00800586901	ELECTRICAL HOIST	12/01/81	1,300.00 72,149.00
00800587001	FOXBORO PNEUMATIC DP	06/01/81 12/01/83	1,211.53
068333317031	materia durant steel	12/01/83	1,211.53
00800588101	HOPPER DUMPING STEEL	12/01/83	1,211.53
00800589001	HOPPER DUMPING STEEL	12/01/83	1,211.53
00800589101	HOPPER DUMPING STEEL	09/01/81	3,134.80
00000505101	HARDIE TALKIE HT-440	11/01/82	1,642.00
00800590101	HANDIE TALKIE HT-440	11/01/82	1,642.00
00800590301	MIS COOLING TOWER CONTROL	06/01/81	1,689.75
00800649501	DISTURBANCE ANALIZER	06/27/88	9,722.50
00800649601	DISTURBANCE ANALYZER	06/27/88	9,722.50
00800651001	FLUX DENSITY CONTROLLER	02/01/90	5,995.00
00800651101	FLUX DENSITY CONTROLLER	02/01/90	5,995.00
00800651601	STATIONARY PLATFORM	03/01/90	25,557.50
00800651602	ADD COST	08/01/90	5,027.50
00800695401	AIR HANDLING UNIT	02/01/92	104,700.20

CARIBBEAN OPERATIONS MANUFACTURING PMB FIXED ASSETS LISTING LEASEHOLD IMPROVEMENTS - SAN GERMAN COMPLEX AS OCTOBER 1, 1992

PXAST_NO	TAST_DECRPH	ACQSN_DT	ORIGHT COST
	TOUR COUNTY	01/01/90	5,927.50
00800700501	AGO FIRE ALARM SYSTEM	03/01/91	7,748.00
00800702001	COOLING TOWER	12/01/91	17,739.06
00800704401	COOLING TOWER	12/01/91	17,739.06
00800704401	COOLING TOWER	12/01/91	17,739.08
00800705001	CENTRY WATER PUMP	12/7 /31	11,030.68
00800705101	CENTRY WATER PUMP	12/01/91	11,030.66
00800705201	CENTRY WATER PUMP	12/01/91	11,030.66
	CENTEF NATER PURE	12/01/91	13,375.68
00800705401	CENTR WATER PUMP	12/01/91	13,375.66
00800705501	CENTR WATER PUMP	12/01/91	13,375.66
00800705601	CENTRY WATER PURP	12/01/91	11,764.35
00800705701	CENTRY WATER PURP	12/01/91	11,764.33 11,764.33
00800705801	CENTRY WATER PUMP	12/01/91	6,473.00
00800705901	POWER TANK	12/01/91	5,740.00
00800706001	.AIR COOL COND	12/01/91	8,535.00
00800725501	FLOWNETER 12 TIGERMAG	12/01/91 12/01/89	25,534.50
00800799601	BLDG 3 CAMERAS	03/01/90	9,450.00
00800799602	ADD COST	12/01/89	25,534.50
00800799701	BLDG 4 CAMERAS	03/01/90	9,450.00
00800799702	ADD COST DIESEL #2 TANK	12/01/89	39,868.56
00800799801	ADD COST	03/01/90	3,500.00
00800799802	DIESEL # 2 TANK	12/01/89	39,868.57
00800799901	LIEBERT ENV. CONTROL	10/01/88	22,650.00
00800813901	CARTERPILLAR GENERATO	- 10/01/89	27,100.00
00800827902	ADD COST	01/01/90	4,100.00
00800829001	CHILLER	12/01/91	69,148.75
00800829101		12/01/91	38,415.75
00800829201	A/C UNIT A-13	12/01/91	13,904.80
00800829301	A/C UNIT A-8	12/01/91	17,175.14
00800829401	A/C UNIT A-12	12/01/91	13,904.80
00800829501	A/C UNIT A-17	12/01/91	13,904.82
00800829601	HEAT EXCHANGER B-22	12/01/91	12,162.14
00800829701	A/C UMIT A-3	12/01/91	28,513.96 25,684.29
00800829801	A/C UNIT A-6	12/ 01/91	2,275.00
00800830601	COMPRESSOR DRYER FOR VAC.LAM	08/01/91	23,586.00
00800838001	BUSH VACUUM PUMP	12/01/88 10/01/89	4,992.20
00800865301	DUST COLLECTOR	10/01/89	8,690.00
00800865501	AIR DETER	03/01/90	13,765.54
00800865502	ADD COST	10/01/89	42,126.40
00800865801	AIR COMPRESSOR	03/01/90	13,765.54
00800865802	ADD COST	12/01/90	2,010.75
00800865803	ROTARY FINGERLIFTER	10/01/89	19,657.44
00800866202	ADD COST	03/01/90	775.00
00800866203	FREIGHT FINGER	12/01/90	5,691.70
00800866601	VACUUM PUMP	10/01/89	22,170.00
00800866602	ADD COST	03/01/90	6,952.50
00800866701	VACUUM PUMP	10/01/89	22,170.00
00800866702	ADD COST	03/01/90	6,952.50
00800867201	CARBOM FILTER	10/01/89	11,990.00
00800867202	CARBON FILTER INST.	09/01/90	2,200.00
00800867601	DEPTH FILTER	10/01/89	11,093.00
00800867701	ADR DRYER	10/01/89	8,690.00
00800867702	ADD COST	03/01/90	13,765.53 19.386.33
00800867901	PANEL ELETRIC STATION	08/01/90	19,386.33
00800868001	PANEL ELECTRONIC STA	08/01/90	19,386.73
00800868101	PANEL ELECTRINIC ST.	08/01/90 12/01/91	3,026.30
00800870301	AIR SEPARATOR	06/01/90	10,455.00
00800870401	•	08/01/90	18,335.06
00800870402	ADD COST WATER SOFTENER	12/01/91	7,798.00
00800870501	AIR HANDLING UNIT	12/01/91	14,333.33
00800871201	THE RESIDENCE WITE	,,	•

CARIBREAN OPERATIONS NANUFACTURING PAGE FIXED ASSETS LISTING LEASENGLD INTROVERSHITS — EAR GENUAR CONFLEX AS OCTOBER 1, 1892

TEAST NO	YEAST_DECKPH	ACOST TIT	COST
1772.		12/01/91	14,333.33
00800871301	AIR BANDLING UNIT	12/01/91	20,450.00
00800871401	MOTOR CONTROL CHARGE	12/01/91	1,000.00
00800871501	CHEFFET EXEAUSTER	12/01/91	1,000.00
00860571521	COURT ENVALSES.	12/01/11	1,750.00
00800871701	ATE HARDLING UNIT	12/01/91	10,000.00
00800871501	EXPANSION TANK	12/41/91	18,542.50
00800871901	COLLEGE	12/01/91	18,542.50
00800872001	CHILLER	06/01/90	14,333.35
00800872101	ADD WATER THAT	12/01/91	14,333.33
00800872201	AIR BANDLING UNIT	12/01/91	14,333.33
00800872301	AIR MARDLING UNIT	12/01/91	14,333.33
00800872401	ATR MARKETER WELT	06/01/90	178,193.55
00800872301	EVA SUBSTATION	08/01/90	18,335.05
00800872502	ATE COST	08/01/30	10,845.28
00800872503	PAREL/CAPACITOR	09/01/90	1,895.00
00800872504	ADD COST	12/01/90	5,586.00
00800872505	ADD COST	06/01/90	10,575.65
00800872601	REPORT ELECT POWER LIFT	10/01/85	21,492.56
00811575001	VENTUATION SIST	01/01/79	1,979.80
03400396501	15 PIRE HOSE ENGL MA	03/01/78	7,035.75
09902127601	INST. 6 FORD & SUPPLY	09/01/78	1,730.00
09902429201	BOCKMIL BENCE SIN	09/01/78	4,632.62
09902431001	AIR RECEIVES 3-A	09/01/80	2,174.15
09903772001		02/01/81	327,076.99
09903786101		03/01/11	1,450.00
09903789501		04/01/82	17,630.18
09903895901		09/01/82	6,326.80
21400126901	ENTERY EQUIPMENT W/S	10/01/82	2,420.00
21700121301	ALASH STSTEM S/R 186	02/01/83	13,113.00
23000123201	A/C DUCT G/A AREA	•	_
		•	

00800587901 FRESS TOR/MOIST 8"

03/01/05

1,266.00

16/02/52

800313201 Vax console nautilus	8-1-86	5,411.41
800540202 Scorpio 8350	6-13-88	19,202.96
800700201 DH630Q4	2-1-90	3,910.34
800313031 Scorpio Pedestal & SP	3-1-89	2,409.56
800313301 Vax 8500 Nautilus	8-1-86	80,000.00
Spare parts		835,000.00

PARE PIXED ASSETS LISTING CALIERATION EQUIPMENT AS OCTOBER 1, 1992

Kast Bo	TXAST_DSCRP#	acosn_dt	OKI CALL_COST	wet_book_val	CENTER	TOCHN_CD
			2,905.00	.00	0320	SGOOL CAL, LAB.
0800014801	TIME BASE 7892A	12/01/81		.00	0320	SG001 CAL, LAB.
0800014901	7A26 DL TR AMP	12/01/\$1	1,800.80			
0800021701	2180A RTD DIG THR	03/01/42	2,027.94	.00	0320	SGOOL CAL. LAB.
0800026001	2176A DIG THERM	02/01/82	1,373.00	.00	0320	SGOOT CAL. LAB.
0800026101	SA-760A RUMD IND	03/01/82	1,165.50	.00	0350	SGOOL CAL. LAB.
0800233701	TIME BASE (7840)	06/01/85	1,988.80	37.46	0320	SGOOD ORT. LAB.
0800448101	ICE POINT 140-4A	09/03/78	1,500.00	.00	0320	SCOOL CAL. LAB.
12- <u>-</u> -2						
0800135001	S-2 SAMP HEAD	09/01/83	1,410.00	.00	8320	SGOOT CAL. LAB.
0800135301	7511 SAMP UNIT	09/01/83	1,840.00	.00	8320	Scool Cal. Lab.
0800135401	3325A SYMTH GEN	09/01/83	4,980.00	.00	0320	socol Cal. Lab.
0800135501	MTR/300 CAL BLOCK	09/01/83	2,200.37	.00	0320	socol CL. LLS.
0800294501	\$011A PUL GEN HP	06/01/86	1,570.00	.00	0320	SOCOL CAL. LAB.
0800352601	533A UNIV CTR HP	02/01/87	5,500.00	.00	0325	SCOOL CAL LAB
0800352901	PRECISION BOARD METER	02/01/27	7,595.00	.00	0320	SGOOL CAL LAB
0800354101	STD CAP SET HP	12/01/86	2,600.00	.00	0320	SCOOL CAL. LAB.
0800415801	067-0587-02 C PIX	12/23/87	3,415.00	92.26	0320	SCOOL CAL. LAS.
0800429601	162CE TEMP STD	11/01/83	3,117.28	.05	0320	SOCOL CAL. LAB.
0800429801	3456A DIG MH HP	06/01/84	3,800.00	.00	8320	SCOOL CAL. LAB.
-0800429901	PO 506 PULSE GEN	06/01/44	2,650.00	.00	0320	SGOOT CAL. LAB.
	TIME MARKER TG501	06/01/84	2,130.00	.00	0320	SGOOL CAL. LAB.
6800447001		06/01/84	2,090.00	.00	0320	SGOOL CAL. LAB.
:0800447401	S0503 SW GEN TEK	00/01/44	£1454.4V			

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CTAL.

SCASTILLO .0/15/92 TE: EQUIPMENT NOT ON FIXED ASSET MASTER

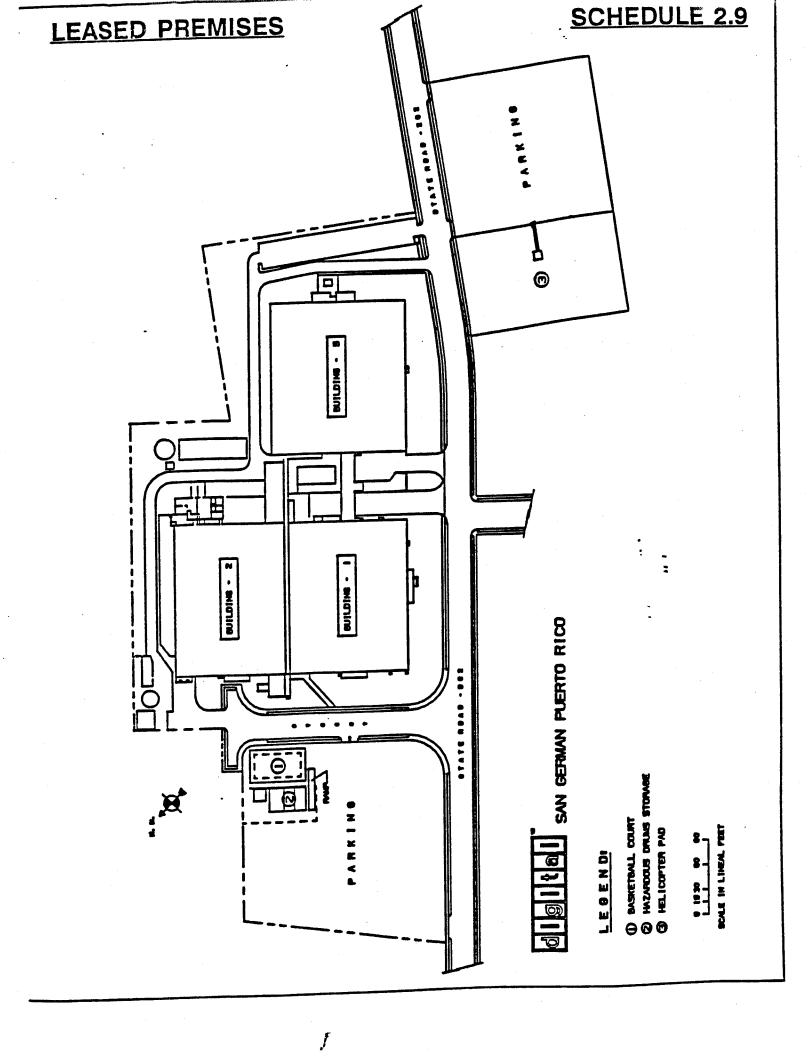
			COST		
FXAST_DSCRPN	ACQEN_DT	CRIGHT_COST	WET_BOOK_VAL	CENTER LOCTN_CD	
DIGITAL WOLTIMETER	•		•		
SCOPE					
DUAL TRACE AMPLIFIER					
	•				
				•	
CALIERATOR			•		
AMPLIFIER					
GRAPHITE TABLE					
	DIGITAL VOLTIMETER SCOPE DUAL TRACE AMPLIFIER TIME BASE PULLE CONTRATOR GAGE BLOCK SET GAGE BLOCK STD SET GAGE BLOCK STD SET FLUG GAGES PLUG GAGES PLUG GAGES WEIGHTS WEIGHTS CALIPER	DIGITAL VOLTIMETER SCOPE DUAL TRACE AMPLIFIER TIME BASE PULSE GENETATOR GAGE BLOCK SET GAGE BLOCK STD SET GAGE BLOCK STD SET PLUG GAGES PLUG GAGES WEIGHTS CALIPER CAL	DIGITAL VOLTIMETER SCOPE DUAL TRACE AMPLIFIER TIME BASE PULSE CONTRATOR GAGE BLOCK SET GAGE BLOCK STD SET FLUG GAGES PLUG GAGES PLUG GAGES WEIGHTS CALIPER CALIPER CALIPER CALIPER CALIPER CALIPER DEPTH MICROMETER CALIFERATOR AMPLIFIER	DIGITAL VOLTIMETER SCOPE DUAL TRACE ANDLIFIER TIME BASE PULSE GENERATOR GAGE BLOCK SET GAGE BLOCK STD SET GAGE BLOCK STD SET PLUG GAGES PLUG GAGES WEIGHTS CALIPER CAL	

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CARIBBEAN OPERATION MANUFACTURING PMB FIXED ASSETS LISTING ADDITIONAL FIXED ASSETS AS OF OCTOBER 1, 1992

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3631	00800187201	U.P.S	09/01/84	170,916.05	.00	\$6005 CONT_RES

ROSA M. 1UGO 10/15/92



LIST OF KEY MANAGEMENT EMPLOYEES

- 1. Americo Abadia
- 2. José R. Rodriguez
- 3. Eric Lebron
- 4. Mario Castillo

olo Fiddler, Gonzalez & Rodriguez Chase Manhattan Benk Building 254, Munoz Rivers Avenue, 6th Floor Hato Rey (Puerto Rico) 00318

Tek (809) 759-3177 Pax: (809) 754-7539

November 4, 1992

Mr. Miguel A. Nazario
President, General Manager
DIGITAL EQUIPMENT CORPORATION DE PUERTO RICO
P.O. Box 106
San German (Puerto Rico)
00753

Dear Miguel,

In order to complete our underground water franchise application to the Department of Natural Resources Underground Water Franchise Section, we need a letter from Digital transferring all vested underground water rights to DY-4 Corporation.

I would appreciate very much if this letter, which should be addressed to DY-4 Corporation, be sent as soon as possible directly to the attention of Dr. Guillermo Perez-Martinez of Unipro, P.O. 10914, Caparra Station, San Juan (Puerto Rico), 00922-0914 (tel: (809) 793-3950), with a copy faxed to me at (514) 694-5459.

I thank you for your continuous and greatly appreciated cooperation and look forward to see you sometime during our next trip to Puerto Rico, which is planned to be from November 16th to November 20th.

Best Regards,

Jean-Pierre Landry, c.a., Lawyer

Vice President

JPL/cp

DESTINATEUR /

Mr. Nazario

ADDRESSEE

(809) 89**2**-1946 2461

EXPÉDITEUR /

Jean-Pierre Landry, c.a. lawyer

SENDER

Legal Adviser COMPAGNIE CIRCO CRAFT INC. / CIRCO CRAFT CO. INC.

17600, route Transcanadienne, Kirkland (Québec)

Tel: (514) 694-8000 Fax: (514) 694-5459

DATE

Le 4 novembre 1992 / November 9, 1992

OBJET / SUBJECT

;

Nombre de pages incluant celle-ci / :

9

Number of pages including this one

Si vous éprouvez des difficultés evec ce document, veuillez nous avier immédiatement au (514) 894-6000.

If you're having difficulties with this document, please advise us immediatly at (514) 594-8000

* * * MESSAGE * * *

Confidentialité

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DOUGLAS CUMMINGS. P E JORGE L. FIGUEROA, P E JOSE C. MANGUAL, P E. CARLOS RAUL PEREZ-BRAS, P E. GUILLERMO PEREZ-MARTINEZ, PH D. P E

December 23, 1992

Eng. José Rivera
NPDES Stormwater Program
U.S. Environmental Protection Agency
Region II
26 Federal Plaza
New York, NY 10278

Re: Stormwater Notice Of Intent DY-4 Corporation

UNIPRO Project No. 92095

Dear Mr. Rivera:

Enclosed please find Notice Of Termination (NOT) completed by Digital equipment Corporation (Digital) for the Circuit Board Manufacturing facility located in San German, Puerto Rico (see Attachment No. 1). This action is needed since this facility will be owned and operated by DY-4 Corporation. Please note that DY-4 will be engaged in a similar circuit board manufacturing activity as Digital, maintaining, the same SIC Codes (3672 and 3679).

Together with the above and as required in the stormwater regulation, we are including herein copy of the Notice Of Intent (NOI) completed by DY-4 for the aforementioned existing manufacturing facility (See Attachment No. 2). This document was forwarded to your office on October 21, 1992.

If additional information in regard to this subject is needed, please do not hesitate to contact us at your earliest convenience.

Cordially yours,

Quillerno Parez-Martinez

Guillermo Përez-Martinez, Ph.D., P.E.

er

Enclosures

pc P. Maldonado - PREQB

A. Abadía - DY-4

A. Serrano - Digital

F. Torres - Goldman Antonetty

ATTACHMENT NO. 1
NOTICE OF TERMINATION
DY-4 CORPORATION
DECEMBER 1992

Appendix D-Notice of Termination and Instructions

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ATTACHMENT NO. 2
NOTICE OF INTENT
DY-4 CORPORATION
DECEMBER 1992

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October 21, 1992

CERTIFIED RETURN RECEIFT REQUESTED

Director of the NPDES Program Storm Water Nctice of Intent PO Box 1215 Newington, VA 22122

Re: Notice of Intent (NOI) Change of Ownership

Dear Sirs:

Enclosed you will find an updated Notice of Intent (NOI) covering the facility originally owned by Digital Equipment Corporation, located in State Road No. 362, Km. 1.0, San Germán, Puerto Rico.

This facility was recently acquired by DY-4 Corporation, action that requires proper notification to all regulatory agencies, as well as the transfer of all operation permits.

To address the above, we are including herewith copy of the Revised Notice of Intent for storm water discharges indicating the new owner name as required in 40 CFR 122.28.

Please do not hesitate to contact us if additional information recarding this subject is needed.

Cordially,

Américo Abadia General Manager

na

Enclosure

pc Mr. Pedro Maldonado, President PR Environmental Quality Board

NPOES FORM



Notice of Intent (NOI) for Storm Water Discharges Associated with Industria:
Activity Under the NPDES General Permit

Submission of this Notice of Intent constitutes nation that the party identified in Section I of this term intends to be subtracted by a NPDE's permit issued for some

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EPA Form \$510-4 (8-62)